## UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY LAURA L. LOEBBAKA-4000 W. NORTH AVENUE

This Indenture, Made

April 2,

19 74, between

ROSEMARY KIELBASA, a widow

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herein referred to as "Mortgagors", and

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### Pioneer Trust & Savings Bank

Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTER, witnesseth:

THAT, WHEREAS the Mortgagora are justly indebted to the legal holder or holders of the Instalment Note Chery fiter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the PRINCIPAL SUM OF STATEMENT OF THE NOTE OF THE NOTE OF THE NOTE OF THE PRINCIPAL SUM OF STATEMENT OF THE NOTE OF THE NOT

evidence' by ne certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said

Note the Mortgag s pr clise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8 pe cent per annum in instalments as follows: SIXTY-SIX AND NO/100 (\$66.00)-----Dollars on the 1st. cay of May, 19 74 and SIXTY-SIX AND NO/100 (\$66.00)-----Dollars on the 1st. day of each math thereafter until said note is fully

paid except that the final payment of prin par and interest, if not sooner paid, shall be due on the lst. day of April,

19 89 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 9 per cent per annum, and all of raid principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of

PIONEER TRUST & SAVINGS BANK in said Cit,

NOW, THEREFORE, the Mortgagors to secure the 1 ymen of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, an 'the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sur a of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Tust a "a successors and assigns, the following described Real Estats

and all of their estate, right, title and interest therein, situate, lying a distant in the City of CHICAGO . Course

COOK AND STATE OF ILLINOIS, to wit:

Unit Number 101 in 6431-33 N. Newgard Contominion as delineated on Survey of Lot 18 (except the South 20 feet) and Lot 19 (except the North 20 feet) in Sickinger's Subdivision of Lots 7 and 8 in the Subdivision by L. C. P. Freer (as Receiver) of the ent 1 of the Southwest 1/2 of Section 32, Township 41 North, Range 14 (hereinafter referred to as 'Parcel'), which survey is attached as Exhibit 'D' to Declaration of Condominium made by National Bank and Trust Company Trust No. 77884 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22651632 to ether with an undivided 16.8427% interest in said parcel (excepting from said parcel all the property and space comprising all the unitathereof as defined and set forth in said Declaration and survey) all in Cook County, Illinois.

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D. P. KOPLECK (MOCHELOOD WELL VERFROATIVE)

to trans Arthe Perthan Ditte prime, over the sear course, his reporters before or "sear or year or year or the the consequence Arthe Pertha Free from all mans and benefits entire and herbreak the Manufach Campinen cases th of this provider and a private Perthan Manufach appearing above significant and white in

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to

supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

#### IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the scheres of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or can time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the note; (4) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charge, as ver service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trus or holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the lanner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgag rs hall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evaluated by the standard mortgag clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective d'es of expiration.
- 4. In case of default therein, Tustee or the holders of the note may, but need not, make any psyment or perform any act hereinbefors required of Mortgagors ir any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior and incurred, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redee a for may tax also or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein a therited and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Tur ce or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matty—neeming which action herein authorised may be taken, shall be so much additional indebtedness secured hereby and shall I scome immediately due and payable without notice and with interest thereon at the rate of 9 per cent per annum. Inactio of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereuser of the part of Mortgagors.
- 5. The Trustee or the holders of the note hereby sect of m king any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vall by any tax, assessment; sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentione, by the principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notic ... Mortgagors, all unpaid indebtedness secured by this Truit Deed shall, notwithstanding anything in the note or in this Truit Deed hall, notwithstanding anything in the note or in this Truit Deed hall, notwithstanding anything in the note or in this Truit Deed hall, notwithstanding anything in the note or in this Truit Deed hall contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal and interest, when due according to the terms hereof.
- fault shall occur and continue for three days in the performance of any other agreeme, t of the fortgagors herein contained.

  7. When the indebtedness hereby secured shall become due whether by acceleration or cherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be proportionally and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torens sertificates, and similar days and assurances with respect to title as Trustee or holders of the note may deem to be reasonably nece as y either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the vitle to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a to nuch additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of \$\frac{1}{2}\$ p. r. can per annum, when paid or incurred by Trustee or holders of the note in connection with (s) any proceeding, including polarion and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of \$\frac{1}{2}\$ in the deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure letter. After accrual of such right to foreclose whether or not actually commenced.

  8. The proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priorit; on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the ding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that precuing paragraph nerver) second, an other mean which make the second paragraph nerver, second in the second paragraph nerver, second pa
- Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a 9. Upon, or at any time after the filing of a bill to foreclose-this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure sult and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorise the
  control apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any
  decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof
  or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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- 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after naturity thereof, produce and exhibit to Trustee he note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein design ted as the makers thereof; and where the release is requested of the original trustee and it has never executed a certification and the summary of the release is requested of the original trustee and it has never executed a certification may be presented and which conforms in substance with the description herein contained of the note and which purports to be careful at the persons herein designated as makers thereof.
- 14. To the may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the cont in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical lit's, rowers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15. This Trust De d at i s" provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this
- 16. The Mortgagors have the privilege to prepay on the principal an amount up to twenty per cor. (20%) of the principal sum, or a total of ONE-THOUSAND, THREE-HUNDRED, E.GP.Y AND NO/100 (\$1,380.00) DOLLARS during any one year without penalty and a mitional sums may be paid an the principal in any one year by paying a primit. If two per cent (2%) of such additional sums prepaid during any one year chrcigh the first five years and a premium of one per cent (1%) thereafter, provided, however, that such premium for prepayment shall in no event exceed the maximum permitted by law.
- 17. The Mortgagors agree to deposit. (1) by the end of each calendar year a sum equivalent to the amount of the finual real estate taxes assessed on the property described herein for such calendar year payable in the succeeding year, as estimated by the Trustee, and to make said deposit in equal monthly instalments during each calendar year or partion thereof; whereof; THE CONTROL OF THE PRODUCT OF THE CONTROL OF THE CO proprior and the control of the cont EXHAMORMAN All such deposits shall be non-interest landing deposits and shall be made on the lst. day of each month.
- 18. In the event Mortgagors sell or otherwise transfer, or agree to transfer, title to the premises the note secured hereby shall thereupon become immediately due and payable.

िराहित हो है । इसके स्टब्स के स्टब्स के स्टब्स के के किया साम Wirries the hand, and seal, of Mortgagors the day and year first ab The same of the Contract of the same The real partition of the companies Rosemary Kielbasa (53 certiry flags and section of the property of the party. a bidary tradition, and the and emights in each training in the diamentorismic, but stitute or Light conditions and the control

CONTRACTOR STATES

RESULT OF TENTERING

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the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HRREBY the foregoing Instrument, appeared before me this day in person GIVEN under my hand and Notarial Seal this in Trust Deed has been identified barewithing 9 714 . 2 21 [7] COOK COUNTY, ILLINOIS The Instalment Note mentioned in the with. FILED FOR RECORD. end to surrent on Irust De 1 s ould be identified by the MONEER T. UST & SAVINGS BANK, for the protection of both the borrower and lender. by note secured by this under Identification No. 21941 w record. Pioneer Trust & Savings Bank To Pioneer Trust & Savings Bank TRUST DEED Box No. 22 4000 W. North Ave.

END OF RECORDED DOCUMENT