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COOK COUNTY, ILLINOIS
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John R. Olson
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JUL 3 1974 3 05 PM
TRUST DEED

22 772 549

Property of Cook County Title & Trust Office
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THE ABOVE SPACE FOR RECORDER'S USE ONLY
HIS INDENTURE, made June 28th, 1974 between

Joseph Cserpnyak and Anna Cserpnyak, his wife
herein referred to as Mortgagors and
CHICAGO TITLE AND TRUST COMPANY
an Illinois corporation doing business in Chicago, Illinois herein referred to as TRUSTEE witnesseth
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described
said legal holder or holders being herein referred to as Holders of the Note in the principal sum of
Ten Thousand and No/100 (\$10,000.00) Dollars
evidenced by one certain instalment Note of the Mortgagors of even date herewith made payable to THE ORDER OF BARRER

and delivered, in and by which Note the Mortgagors promise to pay the said principal sum and interest
from **August 1st, 1974** on the balance of principal remaining from time to time unpaid at the rate
of **Six and nine-tenths (6.9%)** per cent per annum in instalments (including principal and interest) as follows:

One Hundred Fifteen and 50/100 or more Dollars on the **1st** day of **August** 1974 **One Hundred Fifteen and 59/100 or more** Dollars **1st** day of the **Month** day of each **Month** thereafter until said note is fully paid except that the final payment of principal and interest if not sooner paid shall be due on the **31st** day of **July** 1984

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 on each instalment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said 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 **Pollock S. & L. Association** in said City.

NOW THEREFORE the Mortgagors to secure the payments of the said principal sum and said interest in accordance with the terms, provisions and limitations of this trust deed and the performance of the covenants and agreements hereinafter contained by the Mortgagors to be performed and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged do hereby present CONVEY and WARRANT unto the Trustee its successors and assigns the following described Real Estate and all of their estate right title and interest therein situate, being and lying in the County of **Cook** AND STATE OF ILLINOIS to wit:

Lot 56 in Harland and Others Addition to Chicago, being in Assessor's Division of the North West Quarter and the West Half of the North East Quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. ***

which, with the property hereinafter described is referred to herein as the premises TOGETHER with all improvements, tenements, easements, fixtures and appurtenances 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 thereon 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.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

and seal of Mortgagors the day and year first above written
Joseph Cserpnyak [SEAL] *Anna Cserpnyak* [SEAL]
Joseph Cserpnyak [SEAL] *Anna Cserpnyak* [SEAL]

Notary Public in and for and residing in said County in the State aforesaid DO HEREBY CERTIFY THAT
Joseph Cserpnyak and Anna Cserpnyak, his wife
County of **Cook**

This instrument was drafted by Atty. **Raymond J. Gorski** who are personally known to me to be the same person as whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth
1 N. La Salle St. Given under my hand and Notarial Seal this **28th** day of **June** 19 **74**
Chicago, Ill. #60602

Raymond J. Gorski Notary Public

22 772 549

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE) OF THIS TRUST DEED

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 incumbrances or claims for lien 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 discharge of such prior lien or charge to the holders of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special assessments, water charges, sewer charges, street charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall 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 monies sufficient other to pay the cost of replacing or repairing the same, or to pay in full the indebtedness secured hereon, all in compliance 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 evidenced by the standard mortgage 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 date of expiration.

4. In case of default therein, Trustee or the holders of the note may but need not make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient and may but need not make full or partial payments of principal or interest on prior encumbrances if any, purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof or claim from any tax sale or foreclose after a sale, premises or consist any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such matter, concerning which action herein authorized may be taken shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Action 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 hereunder by the mortgagors.

5. The Trustee or the holders of the note hereby secured making 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 validity of any tax or assessment sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay with interest on all indebtedness hereon mentioned, both principal and interest when due according to the terms hereof. At the option of the holders of the note, without notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the note or in this Trust Deed, become due and payable immediately in the case of default in making payment of any installment of principal or interest on the note or in the case of a default shall occur and continue for sixty days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereon secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In order to enforce the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and recording fees, stamping fees, charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, all such as title, title searches and examinations, title insurance, policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary 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 title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become additional indebtedness secured hereby, and immediately due and payable with interest thereon at the rate of seven per cent per annum when paid or incurred by Trustee or holders of the note in connection with a proceeding including probate and bankruptcy proceedings to which either of the parties to this deed is a party either as plaintiff, claimant or defendant by reason of this trust deed or any indebtedness hereby secured or by reason of the enforcement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or in preparation for, or in defense of any threatened suit or 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 priority: first on account of all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest on the note; fourth any surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this trust deed in a 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, with 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, 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 suit 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 a 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, preservation, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to sign the note mentioned in his hands in payment in whole or in part during the whole of said period.

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 or to inquire into the validity of the signatures of the indentors, capacitors or authenticors of the signatures on the note or trust deed nor shall Trustee be obligated to accept 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 he may commit 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 for 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, but shall either before or after maturity thereof produce and exhibit to Trustee the 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 note herein described any note which bears an identification number purporting to be placed thereon 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 designated as the makers thereof and where the release is requested of the original trustee and it has never placed its identification number on the note described herein it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee the then Recorder or Registrar of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as an herein given Trustee and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all 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 of this Trust Deed. The word "note" when used in this instrument shall be construed to include notes when more than one note is

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No. CHICAGO TITLE AND TRUST COMPANY Trustee [Signature] Assistant Secretary Assignor Vice President

MAIL TO

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3309 So. Carpenter Street Chicago, Illinois #60608

PLACE IN RECORDER'S OFFICE BOX NUMBER 151

END OF RECORDED DOCUMENT

22-772-549

Recorder's Office