

UNOFFICIAL COPY

GEORGE E. COLEB
LEGAL FORMS

FORM No 207
May, 1969

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TRUST DEED (Illinois)
For use with Note Form 1349
(Interest in addition to monthly
principal payments)

The Above Space For Recorder's Use Only

THIS INDENTURE made **August 30, 1974** between **Edward F. Milewski & Rosemarie D. Milewski, His Wife** herein referred to as "Mortgagors" and **Midlothian State Bank, A Banking Corporation** herein referred to as "Trustee," witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described in the principal sum of **Six Thousand Eight Hundred Sixty One and No/100** Dollars evidenced by one certain Installment Note of the Mortgagors of even date herewith made payable to BFAFRK and delivered in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows: **One Hundred Fourteen and 35/100** Dollars, on the **15th** day of **October 1974** and **One Hundred Fourteen and 35/100** Dollars on the **15th** day of each month thereafter to and including the **15th** day of **August 1979**, with a final payment of the balance due on the **15th** day of **September 1979**, with interest on the principal balance from time to time unpaid at the rate of **7%** per cent per annum, payable monthly on the dates when installments of principal fall due and shall be in addition to the amount due on principal each of said installments of principal bearing interest after maturity at the rate of **7%** per cent per annum and all of said principal and interest being made payable at **Midlothian State Bank, 3737 W. 147th St., Midlothian, Ill.** or at such other place as the legal holder of the note may from time to time, in writing appoint, which note further provides that in the event of the legal holder thereof and without notice, the principal sum remaining unpaid thereon together with accrued interest thereon shall be payable at once due and payable, at the place of payment aforesaid in case default shall occur in the payment when due of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days without notice) and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW, WHEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein 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 by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns the following described Real Estate and all of their estate, right title and interest therein situate, lying and being in the

COUNTY OF **COOK** AND STATE OF ILLINOIS to wit

Lot 2 in the ... of the ... of Cook County, Illinois ...
Trust Company is a ... of the ... of the North ...
Section 12, Township ... North, Range ... of the ...
Midlothian, in Cook County, Illinois.

5.00 MAIL

which, with the property hereinafter described is referred to herein as the premises.
TOGETHER with all improvements, tenements, covenants, 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 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, in-door beds, awnings, doors and water heaters. All of the foregoing are declared to be 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 or his 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.

Witness the hands and seals of Mortgagors, the day and year first above written

Edward F. Milewski (Seal) *Rosemarie D. Milewski* (Seal)
Edward F. Milewski Rosemarie D. Milewski
(Seal) (Seal)

State of Illinois, County of **Cook**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Edward F. Milewski & Rosemarie D. Milewski, His Wife**

personally known to me to be the same persons, whose names they personally 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, including the release and waiver of the right of homestead.

Given under my hand and official seal, this **30th** day of **August**, 1974
Commission expires **MARCH 31, 1977** Notary Public

This Document prepared by:
Edna M. Vyahnek
3737 West 147th St.,
Midlothian, Illinois 60445

ADDRESS OF PROPERTY:
5829 South Fairfield
Chicago, Illinois

MAIL TO NAME **Midlothian State Bank**
MAIL ADDRESS **3737 West 147th St.,**
CITY AND STATE **Midlothian, Ill.** ZIP CODE **60445**

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:
(Name)
(Address)

OR RECORDER'S OFFICE BOX NO. _____ (Address)

DOCUMENT NUMBER
22842516

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE FOUR REVERSE SIDE OF THIS TRUST DEED AND WHICH FORM A PART OF THE TRUST DEED WHICH FORMS HEREIN:

1. Mortgages shall (1) keep said premises in good condition and repair without cost; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep and premises free from any liens or mortgages in favor of the United States or other than the lender for its not specially authorized to the lender; (4) pay when due any indebtedness which may be incurred by a borrower or on the premises appurtenant to the land hereof; and upon receipt of a check or other evidence of the discharge of such indebtedness by the lender or the holder of the note, to promptly within a reasonable time, any building or building, now or at any time in process of erection upon said premises, to comply with all requirements of law or municipal ordinances, such as to erect the premises and the use thereof; (5) make no material alterations in and premises except as required by law or municipal ordinance or as previously consented to in writing by the lender or holder of the note.

2. Mortgages shall pay to the lender any and all taxes, assessments, and charges, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges appurtenant to the premises, when due, and shall upon receipt of a bill therefor, forward to the holder of the note the original or duplicate receipts therefor. In payment of such taxes and assessments, Mortgages shall pay on full order payment in the manner provided by the lender, any tax or assessment which Mortgages may be liable to pay.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on and premises insured against fire, or damage by fire, lightning and windstorm under policies providing for payment by the insurance company of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the policy, and the holder of the note, under policies payable in case of loss or damage to the premises for the benefit of the holder of the note, such rights to be evidenced by the standard mortgage policy to be attached to each policy, and shall deliver all policies including additional and renewal policies to the holder of the note, and a copy of insurance policy shall be delivered to the holder of the note, not less than ten days prior to the respective date of expiration.

4. In case of default therein, the holder of the note may, but need not, make any payment or perform any act hereunder in regard to Mortgages, in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on principal or interest of any and all mortgages, discharge, compromise or settle any tax lien or other lien or claim thereon, or collect from any tax sale or foreclosure, all rights and proceeds of any tax or assessment. All moneys paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other moneys advanced by the holder of the note to protect the mortgaged premises, and the hereof, plus reasonable compensation to the holder for each matter concerning which action hereunder authorized may be taken, shall be secured by additional mortgages secured hereby, and shall become immediately due and payable without notice and with penalty, the rate of interest of a year per cent, in the event of default of the holder of the note, shall not be considered a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

5. The Trustee or the holder of the note hereby accepted and by any payment hereby authorized relating to taxes or assessment, may do so, pending its full statement of a final statement from the appropriate public office, without inquiry into the accuracy of such bill. The Trustee or holder of the note shall not be liable for the validity of any tax, assessment, or other lien or claim thereon.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal note, and without notice to Mortgages, all unpaid indebtedness secured by the Trust Deed shall nevertheless, subject to the principal note or in the Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest in any case, default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due, whether by the terms of the note described on page one or by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree, or sale all expenditures and expenses which may be paid or incurred by or on behalf of the Trustee or holder of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to amount, to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, mortgage policies, Torrens certificates and similar data, and expenses with respect to title as the Trustee or holder 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. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall be come so much 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 the Trustee or holder of the note in connection with any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or in preparation for the 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 proceeding, 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 hereby secured with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgages, then heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgages 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 accepted as a lien, 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 for redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the intervention of a court, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are used 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 authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree hereunder, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed 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 holder 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 the Trust Deed or to execute any power herein given unless expressly obligated by the terms hereof, and he shall be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is required 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 principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal 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 this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers 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 Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND THE LENDER, THE TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____
Trustee

22 342 516

END OF RECORDED DOCUMENT