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SEP 23 63-39-146 L
120-18

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

SEP 23 '74 10 49 AM

22 854 834

Anthony H. Etter
RECORDING OF DEEDS

*22854834

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 17, 1974, between

CALVIN A. SLAVIK and ELEANOR D. SLAVIK, his wife

herein referred to as "Mortgagors," and MELROSE PARK NATIONAL BANK, a National Banking Association 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 TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of 7.9 per cent per annum in instalments as follows: Six hundred nine and 15/100 (\$609.15)

or more
Dollars on the 1st day of November 1974 and Six hundred nine and 15/100 (\$609.15)
or more
Dollars on the 1st 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 1st day of October 1978. 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 8.9 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park 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 in said City,

NOW, THEREFORE, 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, their heirs, executors, administrators and the Trustees, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Melrose Park - COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 35, 36 and 37 in Adolph Strums Subdivision in Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

The Makers of this Trust Deed also agree to deposit with the holder of the Instalment Note described herein 1/12 of the annual real estate taxes each month.

This instrument was prepared by [Signature] (name) [Signature] (name)

17th ad Suke ad.
(address)



which, with the property hereinabove 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 therein or thereon used to supply heat, gas, lighting, water, electricity, refrigeration (whether single unit or central), central air conditioning, insulation, heating, cooling, screens, window shades, storm doors and windows, fireplaces, chimneys, built-in ovens, 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 Premises.

TO, H. A. Etter, Notary Public, and 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 hand and seal of Mortgagors the day and year first above written.

Calvin A. Slavik (SEAL) Eleanor D. Slavik (SEAL)
(CALVIN A. SLAVIK) (ELEANOR D. SLAVIK)

[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

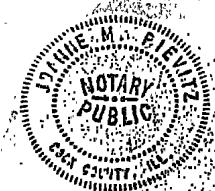
55. CALVIN A. SLAVIK and ELEANOR D. SLAVIK, his wife

who are personally known to me to be the same person, whose name is 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 Notarial Seal this 17th day of September A.D. 1974

James M. Pieczyk

Notary Public



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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 destroyed; (2) keep said property in good condition and repair without waste, and free from mechanic's or other liens or claims for lien not paid; (3) pay all taxes and other charges against the property, when due and payable, by the date when payment is required by law or contract, and make all such payments in full before they become delinquent; (4) discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipality.

2. Mortgagors shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service 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 showing payment of same. In default hereunder Mortgagors shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagors may debt to counties.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or lightning for the full insurable value thereof, and against tornadoes, windstorms, or cyclones, for 100 per centum of the insurable value of the property so insured, and make all insurance policies payable in case of loss to Trustee by the standard mortgage clause to be attached to each policy for the benefit of holder, deliver all policies including additional and renewal policies to holder and in case of insurance about to expire, so deliver renewal policies not less than 30 days in advance.

4. In case of default trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore 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, and receive, discharge, compromise or settle any lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the property, and may, but need not, make payment of attorney fees, costs and expenses of suit, or of other amounts advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and immediately due and payable. Any amount so expended by Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby assume making any payment hereby authorized relating to taxes or assessments, may do so according to any bill of sale 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, fee, sum, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Trustee or the holders of the note, either (a) when the note becomes due and payable, or (b) notwithstanding anything in the note or in this Trust Deed to the contrary, becomes due and payable (i) immediately in the case of default in making payment of principal or interest on the note, or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness herein mentioned shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, 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 attorney's fees, Trustee's fees, appraisal fees, recording fees, court costs, and other expenses of suit, and all expenses of collection, including attorney's fees, which may be expended after entry of the decree of partition of all such interests of title, title searches and examinations, insurance policies, title certificates, and title insurance and expenses with respect to title as a title or owner of the note may deem to be reasonably necessary either to prosecute such suit or to defend it, and all expenses of collection, including attorney's fees, which may be expended after entry of the decree of partition of all such interests of the nature in this paragraph mentioned, shall become so much additional indebtedness secured hereby and immediately due and payable. All expenses and interest thereof at the rate of 6% per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including the preparation and presentation of any bill of sale, or in the defense of any suit, or in the prosecution of any action, or in the defense of any proceeding whether or not actually commenced or (b) preparation, or the commencement of any suit for the foreclosure herein after accrued, or in the defense whether or not actually commenced or (c) preparation, or the commencement of any suit for the foreclosure herein after accrued, or in the defense of any proceeding whether or not actually commenced or (d) preparation, or the commencement of any suit for the foreclosure herein after accrued, or in the defense of any proceeding whether or not actually commenced or (e) preparation, or the defense of any threatened suit or proceeding which might affect the interest or the security herein contained.

8. In the event of any foreclosure sale of the premises, sale shall be distributed and applied in the following order of priority. First an amount of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; secondly, all debts which under the terms hereof constitute secured indebtedness added together than evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any use plus to Mortgagors, their heirs, legal representatives, assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, in 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 appointment, and the receiver so appointed shall have power to collect the rents, issues and profits of said premises during the time of his receivership, 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 time of his receivership, 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 whole of said period. The Court from time to time may authorize the rate per cent. on the net income in his hands in payment in whole or in part of any sum or sums due and payable on the note, or on any special assessment or other lien which may be or become superior to the lien hereon or to such debts, 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 or of any judgment hereof shall be subject to any statute of limitations which would not be known and available to the party instituting the action at the time the note became due.

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 take any steps to protect the interest herein contained, except to the extent that such action may be necessary to protect the interest in case of its own gross negligence or misconduct or that of its 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 hereon by proper instrument upon presentation of affidavit to evidence that all indebtedness secured by this trust deed has been paid and Trustee may execute and deliver to Mortgagor at the time of release, or at any time before or after maturity thereof, produce and exhibit to Trustee the note, certifying that all indebtedness hereby secured by this trust deed, which representation Trustee may accept as true without inquiry. Where a release is executed of a successor trustee, such trustee or trustee may execute the same notwithstanding the name of the original trustee, and where a release is executed of a successor trustee, such trustee or trustee may execute the same notwithstanding the name of the original trustee, and where this release is executed of the original trustee and it has never executed a certificate on any instrument identifying it as the note trustee, and the name of the original trustee is not present on the instrument, the original trustee may execute in its place with the description herein contained of the note and which purports to be executed by the person herein designated as trustee thereof.

14. Trustee at any time acting hereunder may resign by instrument in writing filed in the office of the Recorder of Deeds to which this instrument shall have been recorded or filed, in case of the resignation, inability, refusal or neglect of Trustee, MELROSE PARK NATIONAL BANK, an Illinois corporation, shall be substituted as Trustee, and shall be entitled to all the rights and powers herein granted to Trustee, and the property herein referred to as being subject to this trust deed shall be held in trust. Any successor in trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all portions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "successors" when used herein shall have 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 trust deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN, III BEFORE THE TRUST DEED IS FILED FOR RECORD.

The installment loan mentioned in the within trust deed has been identified

herewith under loan identification No. 16.

MELROSE PARK NATIONAL BANK as Trustee

by James O. Dickey Jr.
James O. Dickey Jr., Trustee, Loan #16

D	NAME	MELROSE PARK NATIONAL BANK	
I	SURNAME	17th Avenue at Lake Street	
V	STREET	Melrose Park, Illinois 60160	
R	CITY	1511 North 37th Avenue, Melrose Park, Ill.	
Y	STATE	60160	
OR			
RECORDED'S OFFICE BOX NUMBER 669			
MELROSE PARK NATIONAL BANK			

FOR RECORDING INDEX PURPOSES
BLOCKS SHEET NUMBER OF ABOVE
ATTACHED PROPERTY TIRE

END OF RECORDED DOCUMENT