

COOK COUNTY, ILLINOIS

RECORDER OF DEEDS

OCT 27 '72 | 28 PM

22100119

TRUST DEED

.22 100 119

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THIS INDENTURE, made

THE ABOVE SPACE FOR RECORDER'S USE ONLY

1972 October 26. , between PETER BUCÍAK and CAROL M. BUCIAK, his wife

herein referred to as "Mortgagors," and RICHARD A. CZAPLICKT, of the County of Cook, and CHICAGO TITLE AND TRUST COMPANY State of Illinois, a. Himois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
TH:., "WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, and gas holder or holders being herein referred to as Holders of the Note, in the principal sum of

livere n and by which No can be 20, 1972 7.3/2which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate per cent per annum in instalments (including principal and interest) as follows: from

In Said City,

NOW, THEREFORE, the Mortgagors to secure the pay sens 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 contained to the consideration 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 consideration of the said principal sum of money and said interest in accordance with the terms, provisions and last of the said principal sum of money and said interest in accordance with the terms, provisions and last 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 consideration and last on the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance constant and agreements herein contained, by the Mortgagors to be performed, and also in consideration and last on the said principal sum of money and said interest in accordance with the terms, provisions and last on the said principal sum of money and said interest in accordance with the terms, provisions and last on the said principal sum of money and said interest in accordance with the terms, provisions and last on the said principal sum of money and said interest in accordance with the terms, and accordance with the terms and accordance with the terms

Lot 33 in the Subdivision of Bock 6 in Canal Trustee's Subdivision of Section 7, Township 39 North, R.ng. 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, id "ents, 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 parti "eith said real estate and not secondarily) (whether single units or centrally controlled), and wentlation, including (without restricting the foregoing), so, ms. de wy shades, storm doors and windows, floor coverings, inador beds, awnings, stoyes and water heaters. All of the foregoing are declared to be a part, a said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter deed in the premises by t' mortgagors or their successors or assigns shall be considered as constituting part of the real estated. 1.5

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and up n 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 all in this and benefits the Mortgagors of hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (i.e. revers ride of this t deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgag rs, th ir heirs,

al .S..... of Mortgagors the day and year first above written. witness the hands ...[F.aAL]

Bucik (SEAL)

Jean A. Czachor a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PETER BUCIAK and CAROL M. BUCIAK, his wife

se name s are who <u>APC</u> personally known to me to be the same personal acknowledged that they signed, scaled and instrument, appeared before me this day in person and acknowledged that they signed, scaled and acknowledged that they said Instrument as their feee and voluntary act, for the uses and purposes therein set forth,

26th October , ₁₉ 72 Given under my hand and Notarial Seal-this

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THE COVENANTE COMPUTATION	Page 2
of the Mortgagors shall (1) promptly repair, restore or rebuild any build settroyed; (2) keep said premises in good condition and repair, we ask of destroyed; (3) pay when due any indebtedness which upon request exhibit an infect (1) pay when due any indebtedness which upon request exhibit an infect (1) pay when the control of the prompt of the premises and the use thereof; (6) make no material alteration 2. Mortgagors shall pay before any penalty attaches all general taxes; and other charges against the premises when due, and shall, upon written prevent default hereunder Mortgagors shall pay in full under protest, in t	RED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED): ings or improvements now or hereafter on the premises which may become damaged thout waste, and free from mechanic's or other fitens or claims for lien not expressly thout waste, and free from mechanic's or other fitens or claims for lien not expressly thout the property of the form of the mote; (4) complete within's reasonable time any d premises; (5) comply does of the mote; (4) complete within's reasonable time any d premises; (5) comply does not require from the monicipal ordinance, and shall pay special taxes, special assessment which water charges, sewer service charges, request, furnish to Trustee or to holders of more duplicate receipts therefor. To the manner provided by statute, any tax or assessment which Mortageous may desire
windstorm under policies providing for payment by the insurance companto pay in full the indebtedness secured hereby, all in companies satisfact	after situated on said premises insured against loss or damage by fire, lightning or nies of moneys sufficient cither to pay the cost of replacing or repairing the same or ory to the holders of the pote under investors.
continued by the second of the	to be evidenced by the standard mortgage clause to be attached to each policy, and olders of the note, and in case of iossurance about to expire, shall deliver teneval y, but need not, make any payment or perform any act hereinbefore required of not. make full or partial payments of principal or interest on prior encumbrances, the prior lien or title or claim-thirecof, or redeem from any tax sale or forfeiture, d for any di-the prior lien or title or claim-thirecof, or redeem from any tax sale or forfeiture, d for any di-the prior lien factor of the control of the prior lien factor of the control of the control of the prior lien and the control of the contro
to any b. 1, strement or estimate procured from the appropriate public of	Payment hereby authorized relating to taxes or assessments, may do so according flice without inquiry into the accuracy of such bill, statement or estimate or into
or in this T _u : D _u d _v the contrary, become due and payable (a) immed interest on the not, or b) when default shall occur and continue for the contrary to the not of b) when default shall occur and continue for the not of the n	debtedness secured by this Trust Deed shall, notwithstanding anything in the note liately in the case of default in making payment of any instalment of principal or three days in the performance of any other agreement of the Motteagors herein
after entry of the decree) of pre. u' gall such abstracts of title, title search and assurances with respect " it as I Trustee or holders of the note may bidders M-any sale which may be had pu' nt to such decree the true conditional the nature in this paragraph mentioned sha' become so much additional thereon at the rate of seven per cent; ra u when paid or incurred by probate and bankruptey proceedings, to not either of them shall be a probate and bankruptey proceedings, to not either of them shall be a probate and bankruptey proceedings, to not either of not necessary to the continue that the state of the commencement whether or not actually commenced; or (c) preparat "as a the defense of a bereof, whether or not actually commenced."	y acceleration or otherwise, holders of the note or Trustee shall have the right to all be allowed and included as additional indebtedness in the decree for sale all of Trustee or holders of the note for attorneys' fees. Trustee's fees, appraiser's publication costs and costs (which may be estimated as to terms to be expended deem to be made to the sale of the trustees and the sale of th
which under the terms hereof constitute secured into weed essadditional to principal and interest remaining unpaid on the note; fc rth, my overplus appear. 9. Upon or at any time after the filling of while the property of the filling of while the property of the filling of while the filling of the property of the filling of while the filling of the property of the filling of th	that evidenced by the note, with interest thereon as herein provided third, all to Mortgagors, their heirs, legal representatives or assigns, as their rights may
application for such receiver and without regard to the then value of contracts the rectunder may be appointed as such receiver. Such receiver and pendency of such foreclosure suit and, in case of a sale and a deflicience, dust as well as during any further times when Morgagors, except for the increase as well as during any further times when Morgagors, except for the increase of during the whole of said period. The necessary or are usual in such cases for during the whole of said period. The necessary of a period with the substitute of the line of the superior to the lien hereof or of such decree, provided such application is maded 10. No action for the enforcement of the lien or of any provision hereo party interposing same in an action at law upon the note hereby seedred. 11. Thistee or the holders of the note shalf have the right to tipspect the	smises or whether the same shall be then occipied as a horse-port in time of have power to collect the rents, issues and profits of same promise rounding the may be provided by the provided profits of the provided profits of the provided profits of the provided profits, and profits, and profits, are provided profits, and provided provided provided profits, are provided provided profits, and provided provide
12. Trustee has no duty to examine the title, location, existence or condition of the em or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatures on the mote or rest deed, nor shall Trustee e ob gared to record this trust deed or to exercise any power herein given the task expressly obligated by doctored the limbel for any acts or omission by the under except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee in limbel for any acts or omission. 13. Trustee shall release this trust deed and the lien thereof by priorquit indemnities satisfact by a lie force exercising any power flerien given. 13. Trustee shall release this trust deed and the lien thereof by priorquit indemnities satisfact by a lie force exercising any power flerien given. 13. Trustee shall release this deed and trustee may execute and deliver a release hereof carean or satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof indebtedness every expression of a street special which representation for the release hereof described any note which bears an identification number purporting to be placed thereon by a prior trustee the cunder r which conforms in substance is requested of the original trustee and it has never placed its identification number on the note described here. It may except 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 the profess to be executed by the persons herein designate as the nak rs thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described here. It may except as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note of which purports to be executed by the persons herei	
recorded or filed. In case of the resignation, inability or refusal to act of a situated chall be Successor in Trust. Any Successor in Trust becounder shall be	Frustee, the then Recorder of Deeds of the munt in which the premises are we the identical title, powers and authority as an acre; given frustee, and any
15. This Trust Deed and all provisions hereof, shall extend to and be bindin the word "Mortgagors" when used herein shall include all such perions and whether or not such persons shall have executed the note or this Trust Deed "notes" when more than one note is used.	ng upon Mortgagors and all persons claiming under or hrou; a Mortgagors, and a all persons liable for the payment of the indebted ess or any part thereof. The word "note" when used in this instrument shall be on trued to mean
14. Noteholder may appoint a new Trustee under this trust deed at any time or cases without notice and with or without cause by filing a certificate to that effect in the office of the Recorder or Registrar of Deeds in the county in which this instrument shall have been recorded or filed, and any Trustee so appointed shall succeed to and have all of the title, rights, powers and duties vested in and imposed upon his predecessor.	
I M P O R T A N T THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORP THE TRUST DEED IS FILED FOR RECORD.	Account of the And The Trustee of th
	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT

PLACE IN RECORDER'S OFFICE BOX NUMBER