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3 GEORGE E. COLEO FORM No. 206
GEORGE E. COLE® FORM No. 206 May, 1969 RECEIVED TO DEEDS RECEIVED TO DEEDS
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TRUST DEED (Illinois) For use with Note from 1498 (Monthly payments including interest) FLED FOR RECORD 22 114 454 *22114454
Nov 9.72 12 26 PH LL 114 434
The Above Space For Recorder's Use Only
THIS INDENTURE, made November 4 19 72, between
TEDWARD J. PLESNIAK and LORBAINE PLESNIAK, his wife herein referred to as "Mortgagors," and
BERNARD B. KASH herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note,
termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer
and delivered, in and by which note Mortgagors promise to pay the principal sum of THREE THOUSAND FOUR HUNDRED
1 - THIRTY NINE and 71/100
on the balance of principal remaining from time to time unpaid at the rate of 7-11/2% per cent per annum, such principal sum and interest to be payable in installments as follows: Eighty or more (\$80.00)——————————————————————————————————
on the 1st day of December 19 72 and Eighty or more Dollars
Community day of each and every month thereafter until said note is fully paid, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
se one to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each
of ild i stallments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of cruent per annum, and all such payments being made payable at 4116 West 24th Place, Chicago, Illinois
at the election of the lyal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall
become at one 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 acc. dar a 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 fru t Dod (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto sever my waive presentment for payment, notice of dishonor, protest and notice of protest.
NOW THEREFORE, 1 se are the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above n into a 'e and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be perform and so in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents C NVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate,
Mortgagors by these presents C'AVEY and WARRANT unto the Tustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and i.c therein, situate, lying and being in the
City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:
Lot 8 in the Subdivision of Block A of Block 8 in Walsh
and McMul as Subdivision of the South 3/4 of the Southeast
quarter of Section 20, 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 th. "premises," TOGETHER with all improvements, tenements, easements, and at ourte ances thereto belonging, and all rents, issues and profits thereof for
so long and during all such times as Mortgagors may be entitled thereto (e. i.e. i.e. i.e. issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment and it is now or hereafter therein or thereon used to supply heat,
so long and during all such times as Mortgagors may be entitled thereto veneral rates in the same profits in the said real estate and not secondarily), and all fixtures, apparatus, equipment varies now or hereafter therein or thereon used to supply lieat, gas, water, light, power, refrigeration and air conditioning (whether single units or narily controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows flor coverings, inador beds, stoves and water heaters. All
of the toregoing are decrared and agreed to a part of the mortaged premises whether it is a contract of the toregoing are decrared and additions and all similar or other apparatus, equipment or articles by articles by atter placed in the premises by Mortagagors or their suc-
cessors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors an 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 Hom stead Exemption Laws of the State of Illinois, which
said rights and benefits Mortgagors do hereby expressly release and waive. This Trust Deed consists of two nares. The covenants, conditions and provisions appearing or one 2 (the reverse side of this Trust Deed)
are incorporated herein by reference and hereby are made a part hereof the same as though they were a set out in full and shall be binding on Morteagors, their heirs, successors and assigns,
Witness the hands and seals of Mortgagors the day and year first above written.
PRINT OR Edward I Placenck (Seal) Larraine Dischool (Seal)
PRINT ON Foward J. Plesniak Lorraine Pl. s uak getow
SIGNATUREIS)(Seal)(Seal)
State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and fr. sai Zounty,
in the State aforesaid, DO HEREBY CERTIFY that
Edward J. Plesniak and Lorraine Plesniak, his v fo
subscribed to the foregoing instrument, appeared before me this day in person, and ackno
edged 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 mand and efficial seal, this 4th day of November 19 72
Commission expire Notary Public Notary Public
ADDRESS OF PROPERTY:
1818 S. Carpenter D. Chicago Illinois
Chicago, Illinois Ö —
PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED
CITY AND STATE ZIP CODE Kash (Name)
OR RECORDER'S OFFICE BOX NO. 227
OR RECORDER'S OFFICE BOX NO. 221 (Address)

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (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 said premises free from mechanics liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 to Trustee or to holders of the note; (5) complete within 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 ordinances with respect to the premises and the use thereof; (7) make no material altertations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special 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 the original or 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. Mortgagons shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lighting and 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 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 reneat 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 dates 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 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 purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest 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 attorneys (see, and any other moreys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensable to comessing 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. Inaction of Trustee or holders of the note shall never considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so ac ording to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or stimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- M rigagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 A the string fithe holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithste a ng mything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of princip. I or literst, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained
- 7. When the ' deb ' dness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders if the note of 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 the control of sale all expendentiates and expenses which may be paid or incurred by or on behalf of Trustee's fees, publication costs and costs (which may be estimated as inten to be expended after entry of the detree) of procuring all such abstracts of this, this searches and examinations, guarantee policies, Tortens er' cates, and similar data and assurances with respect to title as 'Trustee' or holders of the note may be reasonably necessary either to p' secure used in the total costs. And the procuring all such abstracts of this, this searches and examinations, guarantee policies, Tortens er' cates, and similar data and assurances with respect to title as 'Trustee' or holders of the note may be reasonably necessary either to p' secure used in the vice of the processing of the note of the vice of the v
- 8. The proceeds of any foreclosure sale of the prem estal locate and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding all such items as a mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitution and the second paragraph and interest thereon as herein provided; third, all principal and iterest remaining pipaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to for sclose t is Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either b fore or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and with the coupled as a homestead or not and the Trustee hereunder may be apper aned state receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure, it and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption on, 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 premise. The control was added to the protection of the protecti
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision h ree' shall be subject to any defense which would not odd and available to the party interposing same in an action at law upon the note here.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all rea mable imes and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premist. or sall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, for "bible for any acts or omission hereunder, except in case of his own gross negligence or missonduct or that of the agents or employees of Ir size, and he may require indemnities satisfactory to him before exercising any power herein given.
- 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 stisfs or evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof at he request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, represe hing hard all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certificate of identifies a successor trustee may accept as the genuine note herein described any note which hears a certificate of identifies the representation for the case of the property of the persons herein described any note which hears a certificate of identifies the persons herein described any note which here are certificate of identifies the persons herein described any note which here are certificated of the origin. It is not an expectate that the persons herein destribed and the persons herein destribed and the property only the persons herein destribed and the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may be presented and which conforms in substance with the described any note which may b
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall nav

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
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 cour'
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 Mortgagors and all persons claiming under or through the indebtedness or any part thereof, whether or not 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
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

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