

TRUST DEED

FORM B

1975 JAN 29 PM 2 14

RECORDER OF DEEDS COOK COUNTY ILLINOIS

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JAN-29-75 569996 • 22202493 • A - Rec THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, made January 25th 19 73, between

JOSEPH C. WOJTCOWICZ AND LAURETTA M. WOJTCOWICZ, HIS WIFE, AS JOINT TENANTS

herein referred to as "Mortgagors," and RICHARD P. POSNER 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 --Thirty Three Thousand and no/100 -- (\$33,000.00)----- Dollars, evidence by one certain Installment Note of the Mortgagors of even date herewith, and payable to the order of THE IROQUOIS COMPANY, a copartnership

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows: (\$ 550.00) on the 15th day of March 1973 and (\$ 550.00) on the 15th day of every month thereafter, to and including the 15 day of January 19 78 and (\$ 550.00) on the 15th day of February 19 78 with interest from after date on the principal balance from time to time unpaid at the rate of 1/3% of one----- per cent per day payable monthly on the unpaid daily balances.

Said payments are to be made at such banking house or trust company in the City of Chicago Illinois, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of THE IROQUOIS COMPANY, 176 West Adams Street, Chicago, Illinois.

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 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, lying and being in the City of Chicago

COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 31 in Witwicki's First Addition to Glen-Eden Estates, a Subdivision in the North East quarter of Section 11, Township 40 North, Range 12, East of the Third Principal Meridian according to the Plat thereof recorded January 7, 1955 as Document 16117281 in Cook County, Illinois

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which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, 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 all real estate and not accessories, 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) screen 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 on 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 trusts and terms hereinafter 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 one (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.s. and seal.s. of Mortgagors the day and year first above written.

[SEAL] Joseph C. Wojtcowicz [SEAL] [SEAL] Lauretta M. Wojtcowicz [SEAL]

STATE OF ILLINOIS, I, JAMES W. HUBBARD ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Joseph C. Wojtcowicz and Lauretta M. Wojtcowicz

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, read and the said instrument as their free and voluntary act, for the uses and purposes therein expressed, and the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 25th day of JANUARY 1975



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 mechanic's or other liens or claims for lien not herein provided, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, under insurance policies payable in case of loss or damage; (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 to Trustee or to holders of the note; (4) comply within a reasonable time with any building or other ordinances with respect to the premises and the use thereof; (5) comply with all requirements of law or municipal ordinance; (6) make no material alterations in said premises except as required by law or ordinance.
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 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 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 to the holders of the note, under insurance policies payable in case of loss or damage; to Trustee or to 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 dates of expiration.
4. In case of default by 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 and when purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem or pay any tax sale or forfeiture affecting said premises or confer any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, 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 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 be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to the validity of any tax, assessment, 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 holders of the note, and without notice to Mortgagors, all unpaid principal and interest, when due according to the terms hereof, anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When an indebtedness hereby 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 any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree appraiser's fees 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, to be expended after entry of the decree of foreclosure, such as costs of abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data, and all expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to defend the same. All expenditures and expenses of the nature in this paragraph mentioned shall become 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 Trustee or holders of the note in connection with (a) any proceeding, including foreclosure proceedings, to 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 (b) preparations for the commencement of any suit for the foreclosure of the lien hereof; or (c) preparations for the defense of any threatened suit or proceeding.
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 remaining unpaid on the note; 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 bill to foreclose this trust deed, 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, 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 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 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 foreclosing this trust deed, any tax, special assessment or other lien which may be or become superior to the lien hereof, or of such decree, 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 provision hereof shall be subject to any defense which would not be good and available to the party interposing the 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, nor shall Trustee be obligated to record 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 hereunder, except in 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 file 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 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, 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 required of the original trustee and it has never been executed by a prior trustee hereunder, 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, it may accept as the genuine note herein described any note which purports to be executed by the persons herein designated as the 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 resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles of the county in which the premises are situated shall be 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 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.
16. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required, then the recorder of Deeds of the County in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor Trustee with like power and authority as is hereby vested in Trustee.
17. This Trust Deed is junior to mortgage made by mortgagors to Unity Savings Association dated March 13, 1967 and recorded April 4, 1967 as document 201C655.

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IMPORTANT

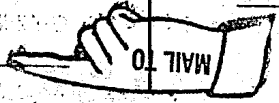
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1229

RICHARD P. BOSNER, as Trustee.

by Richard P. Bosner

D E L I V E R Y	NAME	THE IROQUOIS COMPANY	FOR RECORDERS INDEX PURPOSES UNITED STATES ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
	STREET	176 West Adams Street	
	CITY	Chicago, Illinois 60603	
	INSTRUCTIONS	XXXXX	
	RECORDERS'S OFFICE BOX NUMBER		8036 West Memory Lane Chicago, Illinois 60656



END OF RECORDED DOCUMENT