

UNOFFICIAL COPY

23 429 952



TRUST DEED

CTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made March 24, 19 76 between Bernice Szalapski, a widow

herein referred to as "Mortgagor" and Randall K. Fischer

~~CHICAGO TRUST COMPANY~~

an Illinois corporation and its officers and directors, 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 **ELEVEN THOUSAND ONE HUNDRED FIFTY THREE AND 00/100** 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 March 24, 1976 on the balance of principal remaining from time to time unpaid at the rate of seven (7%) per cent per annum in instalments (including principal and interest) as follows:

THREE HUNDRED TEN AND 00/100 Dollars on the 30th day of April 19 76 and **THREE HUNDRED TEN AND 00/100** Dollars on the 30th 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 30th day of March 19 79. 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 seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 The National Security Bank of Chgo in said City.

NOTWITHSTANDING, 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 hereinafter 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, rights, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS.

to-wit: Lot three (3) in O.H. Allen's Subdivision of 1 535/1000 acres in the Northwest Corner of the West half of the Northeast quarter of Section six (6), Township thirty-nine (39) North, Range fourteen (14) East of the Third Principal Meridian, according to the plat thereof recorded in Book 16 of plats, page 11;

which, with the property hereinafter 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 therein (which are pledged primarily and on a parity with said real estate and not vice versa) and all apparatus, equipment or articles now or hereafter placed on the premises and to supply heat, gas, air conditioning, water, light, power, radio station (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors, windows, doors, awnings, ladder racks, 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 such 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 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.

[SEAL]

[SEAL]

STATE OF ILLINOIS

Robert E. Cutler

County of Cook

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bernice Szalapski, a widow



who personally knows her to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 24th day of March 19 76

Robert E. Cutler Notary Public

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March 24, 1976

RIOR (page one)

Pertaining to attached Trust Deed dated March 24, 1976
between Bernice Szalapski mortgagor and Randall K. Fischer, Trustee.

Noteholder may appoint a new Trustee under this trust deed at
any time or times 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 im-
posed upon his predecessor.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED).

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or erections on premises or to premises on the premises which may become damaged or be destroyed; (2) keep and maintain in good condition and repair, without cost to or charge on the premises, all other items on the premises, and especially such as the law hereof; (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 lien or charge to the holder of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations on said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before maturity all taxes and shall pay special taxes, special assessments, special charges, water rates, 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 Mortgages shall pay in full and on time, in the manner provided by statute, 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 loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies 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 satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder 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 and less than ten days prior to the expiration date of a policy.

4. In case of default hereof, Trustee or the holder of the note may, but need not, make any payment or perform any act heretofore required of Mortgages 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 lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or against any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for such moneys and services, including payment of any moneys advanced, shall be in full of any and all 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, the action of Trustee or holder of the note shall never be considered as a waiver of any right accruing to or on account of any default hereunder by the part of Mortgages.

5. Trustee or the holder of the note, here by record making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereof.

6. Mortgages shall pay cash moneys of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed, be immediately due and payable to Trustee for such moneys and services, including payment of any moneys advanced, as to such indebtedness, when due or when 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 acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. On any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness on the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fees, appraiser's fees, surveyor's fees, costs for documents, and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Taxon certificates, and similar data and expenses with respect to title. Trustee or holder of the note may deem it to be reasonably necessary either to procure such suit or to evidence to holders of the note which may be held pursuant to such decree the true condition of the title to or the value of the premises. 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 holder of the note in connection with (a) any proceeding including probate and bankruptcy 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) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, or (c) proceedings 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 state and federal taxes and 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgages, 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 a writ of attachment, 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 occupied as a homestead or not 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 Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be necessary or are usual in such case for the protection, preservation, 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, or 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 upon 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 intervening 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 areas thereon shall be signified for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, 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 act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require and exercise 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 note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee for which he or she conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof, and which purports to be released by the person herein designated as maker thereof.

14. Trustee may, upon 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 requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee for which he or she conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof, and which purports to be released by the person herein designated as maker thereof.

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 liable for the payment of the indebtedness on any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. See attached rider.

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identified by: **Randall K. Fisher, Trustee**
CHICAGO TITLE AND TRUST COMPANY

By: **Trustee**

MAIL TO: **1976 MAR 26 PM 12 22**

MAR-26-76 162531

PLACE IN RECORDER'S OFFICE BOX NUMBER **495**

RECORDED BY OFFICE

FOR RECORDER'S INDEX

INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

23429952 v. A. - Pgs 11.00

11.00

23429952

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