

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:  
PERRY S. HERST  
100 WEST ADAMS  
CHICAGO, ILL. 60603  
TRUST DEED

23 551. 290

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT made July 2nd 19 76, between

EDMUND JOSEPH MANIURKA AND KAREN G. MANIURKA, HIS WIFE,  
IN JOINT TENANCY  
herein referred to as "Mortgagors," and  
SYLVIA WEINRESS

of 105 West Adams Street, Chicago, Illinois 60603, 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  
**Three Thousand Seven Hundred Sixty Nine and 20/100** Dollars,  
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER

**EQUITABLE FINANCE CORPORATION**  
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum with interest included at the rate of \$ 12.50% per annum payable as follows: \$ 62.82 on the 15th day of August, 19 76, and \$ 62.82 or more, on the 15th day of each month thereafter until this note is fully paid. The principal of each of said instalments unless paid when due shall bear a delinquency charge of 5 per cent or \$5.00 maximum if in default for more than 10 days, and in addition reasonable cost of collection, including reasonable attorneys' fees. Said payments are to be made at the office of **EQUITABLE FINANCE CORPORATION, 105 WEST ADAMS STREET, CHICAGO, ILLINOIS 60603.**

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 conditions 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

COUNTY OF \_\_\_\_\_ AND STATE OF ILLINOIS

Lot 513 in Glenbrook Unit No. 6, being a subdivision of part of the South 1/2 of Section 13, Township 41 North, Range 9, East of the Third Principal Meridian, 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, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon as 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, air conditioning, water, light, power, refrigeration (with the units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mats or 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 in the premises by the mortgagors or their successors or assigns shall be considered a continuing part of the real estate.

TO HAVE AND TO HOLD the premises unto 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 (herein) 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, seal, and seal of Mortgagors the day and year first above written.

(SEAL) *Edmund Joseph Maniurka* (SEAL)  
(SEAL) *Karen G. Maniurka* (SEAL)

STATE OF ILLINOIS, I, David Levy  
as a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
County of Cook { Edmund Joseph Maniurka and Karen G. Maniurka, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person to acknowledge that they signed, sealed and delivered the said Instrument of their own 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 2nd day of July, A. D. 19 76.

*David Levy*  
Notary Public.

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. 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... 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... 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 therefor or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment... 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate authority without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim therefor... 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 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 in any suit to foreclose the lien hereof, 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 attorneys' fees, Trustee's fees, appraiser's fees, delays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended at or after the decree of proceeding all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar... 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 incurred in the foreclosure 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 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... 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 asserting 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 case of its own gross or willful misconduct or that of the agent 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 thereof by presenting to Trustee 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 Mortgagors at the time of application for such release and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not... 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 of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the same 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 or 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.

10.00

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10.00

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. SYLVIA WEINRESS, as Trustee, Sylvia Weinress

EDWARD I. A. DE LIVERY INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1316 Klein Blvd Streamwood, Illinois 60103

RECORDERS OFFICE BOX NUMBER 135

Maniurka

23551290