

# UNOFFICIAL COPY



## TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT WAS PREPARED BY  
PARK NATIONAL BANK OF CHICAGO  
5500 N. MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60618

By: *By: [Signature]*

THIS INDENTURE, made August 19th, 1976 between Adeline Lee Biernacki

herein referred to as "Mortgagors", and CHICAGO TITLE AND TRUST COMPANY, A National Banking Association, Illinois, herein referred to as TRUSTEE, witnesseth:  
THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

THREE THOUSAND AND NO. 100 \_\_\_\_\_ DOLLARS,  
evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before Three (3) years with interest thereon from August 24th, 1976 until maturity at the rate of — 9 — per cent per annum, payable semi-annually on the 1st day of each month and of maturity in each year; all of said principal and interest being interest after maturity at the rate of — 9½ — per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in — Chicago —, 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

PARK NATIONAL BANK OF CHICAGO

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 folk who 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 51 in Hulbert Fullerton Avenue Highlands Subdivision # 17, being a Subdivision in the East One-Half (E½) of the South West Quarter (SW¼) of Section 28, Township 40 North, Range 13 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, 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 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 (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, 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 in 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 |

*Adeline Lee Biernacki*  
Adeline Lee Biernacki | SEAL |

\_\_\_\_\_| SEAL |

STATE OF ILLINOIS,

County of Cook

SS.

I, Geraldine J. Szpekowski

a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Adeline Lee Biernacki

who \_\_\_\_\_ personally known to me 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.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notarial Seal

Notary Public

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings, improvements now existing or hereafter made on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair with water, and free from mechanic's or other liens or claims; (c) not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal 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 their premises when due thereon, and shall, upon written request, furnish to a purchaser 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.

Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 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 renewal policies, to the 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 or by the Mortgagors in default and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior or junior mortgages or 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, auction, or foreclosure all claims and premises or interest in any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred by Trustee or the holders of the note in the performance of the duties herein imposed on them shall be paid by the Mortgagors out of 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. The payment of the principal or interest of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on their part of Mortgagors.

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 public office 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 thereof.

6. Mortgages 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 principal note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgages herein contained.

[illegible]

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 term hereof constitute secured indebtedness additional to that evidenced by the principal note, with interest thereon as hereinbefore provided; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns.

On or before the filing of this deed, the mortgagor shall execute and deliver to the mortgagee a deed of assignment of the premises, together with a deed of assignment of the rents and profits of the premises, to the receiver to be appointed by the court in which such bill is filed, to take effect upon the filing of such bill. Upon or at any time after the filing of a bill to foreclose, if a 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 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 otherwise, the receiver shall take possession of the premises and shall collect the rents and profits of the premises and shall apply the same to the payment of the principal and interest on the debt secured by the mortgage, during the pendency of such foreclosure suit and, in case of a sale at 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 interest and principal. The receiver shall also collect the taxes and other charges on the premises and shall apply the same to the payment of the taxes and other charges on 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 to the payment in whole or in part of: (a) The indebtedness secured hereby, or by any advance foreclosing this trust deed, or any tax, special assessment or other charge on the premises, or (b) the indebtedness secured hereby, or by any advance foreclosing this trust deed, superior to the lien hereof or of such deed, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale at a 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 same in an action at law upon the note hereby secured.

14. 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 to that purpose.

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 omissions hereunder, except in case of its own gross negligence, misconduct or that of the agents or employees of Trustee, and it may require them to do so before exercising any power herein.

1. 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 principal note, representing the all indebtedness hereby secured has been paid in full, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herent contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the

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 identical title, powers and authority as the herein given Trustee.

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 principal 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. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate charged in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

## Identification

~~CHICAGO TITLE AND TRUST COMPANY,~~  
~~Park National Bank of Chicago Trustee~~

By Eugene C. Viles  
A Notary Public  
~~Notary Public~~ Vice President

MAIL TO:

1000

PLACE IN RECORDER'S OFFICE BOX NUMBER No. 480

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

5315 W. Schubert Ave.

Chicago, Illinois 60639

**END OF RECORDED DOCUMENT**