

TRUST DEED

Deliver To  
Recorder's Office  
Box No. 413

23 625 512

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made September 3 1976, between John B. Novak and Virginia C. Novak, his wife, herein referred to as "Mortgagor", and

HERITAGE/PULLMAN BANK

an Illinois corporation doing business in Chicago, Illinois, 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 this Note, in the principal sum of Sixty Five Thousand and no/100 (\$65,000.00) Dollars, evidenced by one certain instalment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8-1/2 per cent per annum in instalments as follows: Five Hundred Twenty Three and 40/100 (\$523.40)

Dollars on the 1st day of November 1976 and Five Hundred Twenty Three and 40/100 (\$523.40)

Dollars on the 1st day of each month thereafter until said note is fully paid except the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of October 1981. 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 8-1/2 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 HERITAGE/PULLMAN BANK in said City.

NOW THEREFORE the Mortgagors to secure 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 satisfaction 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 its state, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Lot 75 in subdivision of lots 54 and 55 in 1st addition to Brae Burn in the subdivision in the South East 1/4 of Section 12, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

10<sup>00</sup>

THIS INSTRUMENT WAS PREPARED BY:  
HERITAGE BANK OF COUNTRY CLUB HILLS.

Name: Melvin J. Hesse  
4101 W. 140th St.  
COUNTRY CLUB HILLS, ILLINOIS

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances therein belonging, and all rents, issues and profits thereof for so long and during so long a term as the Mortgagors may be entitled thereto (which are preferred primarily and on a parity with said real estate and for secondarily), and all apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or central), mechanical and ventilation including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, shower heads, radiators, stoves, hot water heaters. All of the foregoing are included 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 being a part of the real estate.

IT IS HEREBY AGREED TO AND TO BE THE OBLIGATION OF 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 WAIVE.

This Trust Deed consists of two pages, the conditions and provisions appearing on this page and on page two (the reverse side hereof) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

WITNESSES the hands and seals of Mortgagors the day and year first above written.

John B. Novak (SEAL)

Virginia C. Novak (SEAL)

STATE OF ILLINOIS

County of Cook

Suzanne Aronson Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John B. Novak and Virginia C. Novak, his wife

are SEE personally known to me to be the same person SEE whose name SEE subscribed to the fore-

going instrument, appeared before me this day in person and acknowledged that they signed, sealed

and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

expressed, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3rd day of September, A. D. 1976.



Suzanne Aronson  
Notary Public

0 SEP07 64-87 3582

23 625 512

# UNOFFICIAL COPY

1. Mortgages shall (1) promptly repair, restore or rebuild any building 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 mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of any prior lien to Trustee or 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 ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall be liable for the payment of all general real estate taxes and shall deposit on or before the date of deposit with the Trustee named in this Trust Deed or with the legal holder of the note referred to herein on the first day of each and every month during the term of said loan a sum equal to one twelfth of the estimated general real estate taxes next assessed against said premises computed on the amount of the last ascertainable real estate taxes. Mortgages shall pay special taxes, special assessment water charges, sewer charges and other charges against the premises when due and shall upon written request furnish to Trustee or to holders of the note referred to herein duplicate receipts therefor.

3. Mortgages shall cause all buildings and improvements now or hereafter situated on said premises to be 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 to 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 on the behalf 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 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 date of expiration. Mortgages shall deposit with the Trustee an amount equivalent to one twelfth of the annual insurance premiums on the first day of each and every month during the term of said loan. The amounts deposited under the real estate tax reserve and insurance reserve referred to in paragraphs two and three hereof shall be held by the Trustee or the legal holder of the note as and for a Sinking Fund to be used by the Trustee or the legal holder of the note to pay the general real estate taxes levied against said premises and insurance premiums as and when the same become due and payable.

4. In case of default therein, Trustee or the holder of the note 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 title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises on the lien hereof, plus reasonable compensation to Trustee for each matter concerning such 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. Trustee or holder of the note shall never be considered as a party to any such action.

5. The Trustee or the holder 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 validity of such bill, statement or estimate or into the validity of any tax assessment, sale, foreclosure, tax lien or title or claim thereon.

6. Mortgages shall pay all indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and with the consent of Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or 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 in the performance of any other agreement of the Mortgages herein contained. Any deficiency in the amount of any installment or of payment of principal or interest due hereunder or the Trustee or the holder of the note, secured hereby may collect a "late charge" on each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder 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 an additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by Trustee or holder of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and report and other mortgages' 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, guarantee policies, Totten's certificates, and similar data and assurances with respect to title as Trustee or holder of the note may deem necessary or proper in connection with such suit or in connection with the sale of the premises, and all such 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 such suit or proceeding, including printing and postage charges, and all other charges, and the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or for preparations 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 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 surplus to Mortgages, their legal representatives or assigns, as their rights may appear.

9. Upon, or at any time prior to 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 Mortgages at the time of application for such receiver and without regard to the value of the premises. The receiver shall be appointed as a receiver of 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 after the closing of the deed, to collect such rents, issues and profits, as well as during any further time when Mortgages, 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 as aforesaid on 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 due on the lien hereof or of such decree, provided such application is made prior to the foreclosure sale, (2) the deficiency in case of a sale and default.

10. No action for the enforcement of the lien or of any provision 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.

11. Trustee or the holder of the note shall have the right to inspect the premises, all easements, ditches 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, and shall not be obligated to record this trust deed or to exercise any powers 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 independent evidence as to the facts before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument in proper form 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 genuine note herein described any note which bears a certificate of identification (suspending to be executed by a prior trustee hereunder or which bears an indubitable 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 requested of the original trustee and it has never been paid and which contains in substance the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign, by instrument in writing filed in the office of the Recorder or Registrar of Tolls in which this instrument shall have been recorded or filed, Trustee or the party designated as such in the instrument of resignation, or the Recorder or Registrar of Tolls, 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 are here 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 Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" as 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 the event of the sale or transfer of the Title to the premises described herein, the holder of the note secured hereby may at its option declare the entire amount of the indebtedness to be immediately due and payable.

*John H. Olson*

RECORDER OF DEEDS

# 23625572

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

SEP 1 '76 1 42 PM

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

The Instalment Note mentioned in the within Trust Deed has been identified herewith under identification No. **Heritage/Pullman Bank**

by \_\_\_\_\_  
Assistant Vice President  
Assistant Secretary

NAME / 7 0036061  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ 60477  
Phone No. \_\_\_\_\_  
533

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

END OF RECORDED DOCUMENT