



TRUST DEED

23 730 017

THIS INSTRUMENT WAS PREPARED BY  
PARK NATIONAL BANK OF CHICAGO  
2958 N. HILWAUKEE AVE.  
CHICAGO, ILLINOIS 60618  
*J.P. Szpakowski*

CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made November 6th, 1976 between ARTHUR F. SZYDLOWSKI, VIOLET SOJKA AND EVELYN SZYDLOWSKI

PARK NATIONAL BANK OF CHICAGO, a National Banking Association  
herein referred to as "Mortgagors", and ~~CHICAGO TRUST COMPANY~~, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesses:

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

FOUR THOUSAND EIGHT HUNDRED AND NO/100 \_\_\_\_\_ DOLLARS, evidenced by one certain 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 Five (5) years with interest thereon from November 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 9 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 PARK NATIONAL BANK OF CHICAGO \_\_\_\_\_ in said City,

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 to-wit: 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 55 in Heafield's Subdivision of Lot 12 (except the East 5 acres thereof) and the West Half (W 1/2) of Lot 13 in Davlin, Kelley and Carr's Subdivision of the North West Quarter (NW 1/4) of Section 26, Township 40 North, Range 11, 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 secondarily and all apparatus, equipment or articles now or hereafter 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, major 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.

*Arthur F. Szydowski* [SEAL]      *Evelyn Szydowski* [SEAL]  
*Violet Sojka* [SEAL]

STATE OF ILLINOIS, }  
County of Cook } SS      I, Geraldine J. Szpakowski  
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Arthur F. Szydowski, Violet Sojka and Evelyn Szydowski

who s personally known to me to be the same person s whose name are subscribed to the foregoing 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 set forth.

Given under my hand and Notarial Seal this 6 day of Nov, 1976  
*Geraldine J. Szpakowski* Notary Public

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

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from fire, and from the premises which may become 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) comply 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 the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. In present 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 and storm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company 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 conformity with the requirements of any law or ordinance. All money so 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 holders of the note to protect the mortgaged premises and the lien hereof, and 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 prevailing maturity rate set forth in the note securing this trust deed, if any, otherwise the prevailing rate set forth therein. Fraction of Trustee or holder 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.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors, and in any event and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, and may purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure sale any such premises or portion of any tax or assessment. All money so 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 holders of the note to protect the mortgaged premises and the lien hereof, and 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 prevailing maturity rate set forth in the note securing this trust deed, if any, otherwise the prevailing rate set forth therein. Fraction of Trustee or holder 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. 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 thereon.

6. Mortgagors, both principal and interest, when due according to the terms hereof, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in any other agreement, become due and payable when and where said bill, statement or estimate is presented to the payment of any interest or in the performance of any other agreement of the Mortgagors 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. 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 attorney's fees, Trustee's fees, appraiser's fees, drafts for documents and expert witness, stenographic charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, title insurance policies, lenders certificates, and similar data and assurances with respect to the premises, and the holders of the note may deem it to be reasonably necessary either to prosecute such suit or to evidence to holders of any sale which may be had 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 a rate equivalent to the prevailing maturity rate set forth in the note securing this trust deed, if any, otherwise the prevailing rate set forth therein, when paid or incurred by or on behalf of Trustee or holders of the note in connection with 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 in preparation for or in connection with any such proceeding, or in connection with any threatened suit or proceeding which might affect the premises of 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, including all such items as are mentioned in the preceding paragraph hereof; third, all other items, principal and interest remaining unpaid on the principal note, with any accretions to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon 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 of appointment, and without regard to the value of the premises or whether the same shall be then occupied as a residence 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, and after such time when Mortgagors, except as to any debt or claim against them, are relieved of their obligations, to collect, receive, invest, issue 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 to payment of whole or in part of the indebtedness secured hereby, or by any debt or claim against them, or to any other person 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; (b) the deficiency in case of sale.

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 prosecuting 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, or to inquire into the validity of the signatures of the mortgagors, or to verify the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to sign 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 he may commit, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require reasonable satisfactory evidence before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon 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 in favor of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal 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 or Trustee, such Successor or Trustee may act as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a Trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the maker 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 description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this trust deed has 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 are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming and through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness on any part hereof, whether or not such persons shall have executed the principal note of this Trust Deed. The word "notes" when used in this trust deed 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 schedule in effect when the release deed is issued. Trustee or Successor shall be entitled to reasonable compensation for any services performed under any provision 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!  
 TO THE PROTECTION OF BOTH THE BORROWER AND THE LENDER, THE ORIGINAL PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED WITH THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 1073  
 Park National Bank of Chicago Trustee  
 Manager

MAIL TO:  
 [ ] PLACE IN RECORDER'S OFFICE BOX NUMBER 480

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
 2845 N. Springfield Ave.  
 Chicago, Illinois 60618

23730017

END OF RECORDED DOCUMENT