



TRUST DEED

23 885 479

By *G. J. Glowacki*

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made April 2nd, 1977 between LOUIS G. GLOWACKI and FLORENCE D. GLOWACKI, his wife

PARK NATIONAL BANK OF CHICAGO, a National Banking Association hereinafter referred to as "Mortgagee", and ... an Illinois corporation doing business in Chicago, Illinois, herein referred to as "TRUSTEE" witnesses that: WHEREAS the Mortgagee, as duly assigned to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as "Holder" of the Note, in the Principal Sum of

THREE THOUSAND AND NO/100 DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagee of the date herewith, made payable to THE ORDER OF BARRIER and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum or before Three (3) years with interest thereon from April 2nd, 1977 until maturity at the rate of 9 per cent per annum, payable semi-annually on the 1st day of each month and of until maturity in each year, all of said principal and interest bearing interest after maturity at the rate of 9 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 WHEREFORE the Mortgagors covenant, promise and agree to pay the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the said Note, and to execute all documents and agreements hereinafter required by the Mortgagee to be performed, and to execute and deliver to the Mortgagee or Trustee hereinafter named all documents, deeds, notes, mortgages, bills of sale, and all other instruments and documents which may be required by the Mortgagee or Trustee to carry out and complete the terms of the said Note, and all of them estate, right, title and interest therein, situate, being and lying in the City of Chicago Cook AND STATE OF ILLINOIS

Lot 63 in Block 3 in the Subdivision of part of the West One-Half (W 1/2) of the South East Quarter (SE 1/4) of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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which, with the property hereinafter described, is referred to hereinafter as the "premises"; TO HAVE AND TO HOLD the premises unto the said Trustee, its heirs, assigns and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all claims 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 and quit.

WITNESS the hand and seal of said Mortgagors the day and year first above written. Louis J. Glowacki Florence D. Glowacki

STATE OF ILLINOIS, County of Cook



Notary Public, in and for the County of Cook, in the State aforesaid, DO HEREBY CERTIFY THAT Louis J. Glowacki and Florence D. Glowacki, his wife

who is personally known to me, and whose name is subscribed to the foregoing instrument, appeared before me, a Notary Public, and acknowledged that they executed 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 2nd day of April 1977

Geraldine J. Szpekowski Notary Public

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

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, to keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, to 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 a clear satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) completely 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 ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinances.

2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other taxes as come 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 under protest, in the manner provided by statute, any tax or assessment which Mortgages may be liable for.

3. Mortgages shall insure all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm and that of water, 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 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 lender, the note under mortgage 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 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 hereunder Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 pay the discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or pay 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 holders of the note to protect the mortgaged premises and the hereof, shall be paid by Mortgages, with compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be secured as an 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. Fraction of Trustee or holders 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 Mortgages.

5. The Trustee or the holders of the note hereunder may, but need not, make any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment or other lien or title or claim thereof.

6. Mortgages shall pay each item of indebtedness, when due according to the terms hereof, 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 to the contrary herein, 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 act required of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due or when by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to enforce the lien hereof, to 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, surveyor's fees, documentary and expert witness stenographers and other publication costs, and costs which may be estimated as by them to be expended after entry of the decree of foreclosure, all such disbursements of all title searches and examinations, title insurance policies, lenders certificates, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary, other to prosecute such suit or to evidence to holders of the note, shall be paid pursuant to such decree, and the true condition of the title to the subject of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be secured as an additional indebtedness secured hereby, and immediately due and payable 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, when paid or incurred by 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 the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or in preparation for the defense of any such 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 foregoing 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 principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any balance 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 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 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 powers which may be necessary or convenient in such cases for the receiver, including 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 in payment in whole or in part of 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 of such a decree, provided such application is made prior to foreclosure sale; the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which could not be proved and available to the party attempting 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 there to shall be permitted for that purpose.

12. Trustee has no duty to examine the title for the 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 acts or omissions hereunder, except to its own gross negligence or in fraud or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.

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 principal 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 an identification number purporting to be placed thereon by a prior trustee hereunder or who's contents in substance with the description herein contained of the principal note, and which purports to be executed by the persons herein designated as the makers hereof, 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 persons herein designated as the makers hereof.

14. Trustee may record 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 or Registrar of the county in which the premises are situated shall be succeeded or replaced by any successor or third persons who 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 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 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 recording 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 other services 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.

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

MAIL TO

PLACE IN RECORDER'S OFFICE BOX NUMBER

1099 CHICAGO TITLE AND TRUST COMPANY, PARK NATIONAL BANK OF CHICAGO, Trustee, Manager

FOR RECORDER'S INDEX PURPOSES INSURE FIRST ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

3443 W. School St. Chicago, Ill.

END OF RECORDED DOCUMENT

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