

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

MAR 24 '75 2 03 PM

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TRUST DEED

588857

CITC ?

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made March 15, 1975, between ZION LITHUANIAN  
EVANGELICAL LUTHERAN CONGREGATION, UAC, Illinois religious corp.

herein referred to as "Mortgagors," and  
CHICAGO TITLE AND TRUST COMPANY

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 Installment Note hereinafter described,  
said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of  
EIGHTY THOUSAND (\$80,000.00) no/100 Dollars,  
evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest  
from March 15, 1975 on the balance of principal remaining from time to time unpaid at the rate  
of seven & one-half (7-1/2) per cent per annum in installments (including principal and interest) as follows:

\$1,603.04 Dollars on the 15th day  
of April 1975, and \$1,603.04 Dollars on  
the 15th day of each month thereafter until said note is fully paid except that the final  
payment of principal and interest, if not sooner paid, shall be due on the 15th day of March 1980  
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 installment unless paid when due shall bear interest at  
the rate of seven per cent per annum, and all of said principal at least 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 CHICAGO TITLE AND TRUST COMPANY  
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 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,  
to wit:

See attached sheet "A" which is incorporated by reference and  
is made specifically a part hereof for legal description.



MAR 17 63 64 658

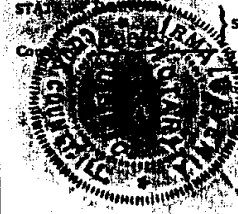
This instrument prepared by  
Atty Val Burkhardt 2458 D. 69th  
Chicago, Ill  
476-5889

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 the 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, indoor beds, awnings, eaves 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  
Paul Block [SEAL] Andrew Hermanas [SEAL]  
Albin Hoffman [SEAL] Vincas Shobrye [SEAL]

Irma Gavenia  
I, Irma Gavenia, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Paul Block, Andrew Hermanas, Albin Hoffman,  
Vincas Shobrye, and Gustav Stefan  
are 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 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 16th day of March, 1975.  
Irma Gavenia, Notary Public



REC 23029387

23 029 387

SHEET "A"

PARCEL 1

Acres 20, 21 and 22 in Frank DeLugach's James Highlands, being a subdivision of the South Half of the South Half of the North East Quarter (except part lying East of the West Line of East 22 acres of said South Half of the North East Quarter) of Section 5, Township 37 North, East of 3rd Principal Meridian, Cook County.

PARCEL 2

Commencing at the North East Corner of the West 100 Acres of the South West Quarter of Section 34, Township 37 North, Range 11, East of the Third Principal Meridian; thence South on the East Line of said 100 acres to the South Line of said South West Quarter; thence East on said South Line to the center of Derby Road; thence North Easterly along the Center Line of said road, 694.98 feet; thence West Parellel with the South Line of said South West Quarter to a point 40 feet East of the East Line of said West 100 acres; thence North Parellel with the said East Line of said West 100 acres to the North Line of said South West Quarter; thence West to the point of beginning excepting therefrom the North 653.40 feet thereof, in Cook County, Illinois.

SP6057

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Proprietary  
Cook County  
Illinois

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

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay within 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 indebtedness to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or hereafter in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the site thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any maturity 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 event of default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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, 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 secured 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 therein, 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 purchase, 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 contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagee's interest and the lien hereof, plus reasonable compensation of Trustee for each matter concerning which action herein authorized may be taken, shall be as much additional indebtedness secured hereby as shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Fraction of a cent 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 hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or claim secured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, lien, foreclosure, tax lien or title or claim thereof.

6. Mortgages shall pay such additional indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to 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 any such default occurs and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured becomes 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 on 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, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such items, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at 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 a part of the additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when due, whether or not secured by Trustee or holders of the note in connection with (a) 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) 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 costs 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 overpayment by 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, a 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, with or without regard to the solvency or insolvency of Mortgages at the time of application for such receiver and without regard to the true value of the premises, 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 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 pay or incur any such expenses or other lien which may be of benefit superior to the lien hereof or of such decree, provided such application is made prior to foreclosure, and (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to a 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 holders of the note shall have the right to inspect the premises at all reasonable times and account therefor shall be provided 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 parties, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated or bound by this trust deed or to exercise any power 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 indemnities satisfactory to it before exercising any power herein given.

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 party on whom 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 or assignee, as the case may be, shall accept as true without inquiry any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or assignee, and where the release of the description herein contained of the note and which purports to be executed by the persons herein designated as the makers of the note and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept, as true, any note herein described by any note which may be presented and which conforms in substance with the description herein contained of the note and which may 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 Register of Titles in which this trust deed is recorded, all fees being recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Register of Titles 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 to 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 whether or not such persons shall have executed the 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.

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<p><b>IMPORTANT</b></p> <p>THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>Identification No. <b>588957</b></p> <p><b>CHICAGO TITLE AND TRUST COMPANY</b></p> <p>By <i>Rosemary Proctor</i> Assistant Trust Officer Assistant Secretary Assistant Vice President</p>
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MAIL TO:

**ATTY UAC BYLAITS**  
**2458 W. 69th St.**  
**Chicago, Ill.**  
**476-5800**

PLACE IN RECORDER'S OFFICE BOX NUMBER **588957**

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

**23 029 387**