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This instrument was prepared by Janet M. Frontier 4000 W. North Ave., Chicago, Ill.

This Indenture, Made

115 717

1975, between

ARNOLD L. KOTOWSKY, a Bachelor

herein referred to as "Mortgagors", and

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Pioneer Trust & Savings Bank

an Illinois corporation doing busin is in Chicago, Illinois, herein referred to as TRUSTER, witnesseth:

THAT, WHEREAS the Marter gors 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 the Note, in the principal sum of

THIRTY SEVEN THOUSAND PWO HUNDRED AND NO/100 (\$37,200.00)

evidenced by one certain Instalment Note of fee 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 um and interest on the balance of principal remaining from time to time unpaid at the rate of 8-3/4 per cent per annum in instalments as follows: THREE HUNDRED TWENTY NINE AND NO/100 on the 1st day of July 1975 and PHREE HUNDRED TWENTY NINE AND NO/100 lars (\$329,00) (\$329.00) on the lst day of each thereafter until said note is fully

Month

paid except that the final payment of principal and interest, if not so i er paid, shall be due on the

day of June lst

1995. All such payments on account of the indebtedness evidenced by so to be to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each insolment unless paid when due shall bear interest at the rate of EXECUTE 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 lime, in writing appoint, and in absence of such appointment, then at the office of

PIONEER TRUST & SAVINGS BANK in said City. Chicago

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal union of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the low norms and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in han 'prid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and reagns, the following described Real Estate

and all of their estate, right, title and interest therein, situate, lying and being in the City of Nor hbrook

AND STATE OF ILLINOIS, to wit:

Parcel 1: Unit No. W-206 in Mission Hills Condominium M-1 as do'incuted on survey of the following described parcel of real estate (hereinafter refor ed to

Part of Lots 1, 2 and 3 lying Easterly of the Center Line of Sanders Road, of County Clerk's Division of Section 18, Township 42 North, Range 12 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated December 3, 1971 and known as Trust Number 43413 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 22547359 and amended by Document 22640254; together with an undivided .6833 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) in Cook County,

Easement for parking purposes in and to space number W-39-G as defined and set forth in said Declaration and survey, in Cook County, Illinois.

Parcel 2: Easements appurtenant to and for the benefit of parcel 1 as set forth in Declaration of Easements, Covenants and Restrictions, recorded as Document 22431171 and as created by Trustee's Deed from LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated December 3, 1971 and known as Trust Number 43413 to William Bartholomae, Jr. and Mary Bartholomae dated May 24, 1974 and recorded June 14, 1974 as Document 22751794 for ingress and egress, all 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 bereafter therein or thereon used to

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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 mort-gagors 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damared by a destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claim a for lien not expressly subordinated to the lien hereof; (3) pay when due any indehtedness which may be secured by a lien or the geory the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Tri stee or to holders of the note; (4) complete within a reasonable time any building shoulding or buildings now or at any time in process of erection process of erections process (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) nake no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before an pe alty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other barges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplinte ceipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, and tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings an improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies , a viding for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to p y i 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 mortrage clause to attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of incurance 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 Mortgagors in any form and manner deemed one of the many but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, d selvinge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiting and or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Trustee or the holders of the note optomatic mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein a horized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and tyable without notice and with interest thereon at the rate of XAMM per cent per annum. Inaction of Trustee or holders of the note real sever be considered as a waiver 1/2 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 sub-cized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate out ic sifice without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, for it e, tax lien or title
 - 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, who are according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness recured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and pyable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or b) who default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contains at
 - 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the nate Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed an 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 (ees, 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 abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data of procuring all such abstracts of title, title searches and examinations, guarantee policies, fortens 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 so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of NEWOWE per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and 1/2 annum, when paid or interfed by Tristee or indices of the interfer content which 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 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 overplus to Mortgagors, 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 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 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 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 he 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 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 in payment in 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 superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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- 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.
- 11. Trustee or the hold are of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that propose.
- 12. Trustee has no d'ny to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed in the exercise any power herein given unless expressly obligated by the terms hereof, nor he liable for any acts or omissions hereined, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require ind anni les satisfactory to it before exercising any power herein given.
- 13. Trustee shall release this or at leed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the trust deed has been fully pald; and Trustee may execute and deliver a release hereof to and at the request of any person allocability, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereis accurated has been pald, 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 purporting to be executed by a prior trustee hereunder or which conforms in substance 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 executed a certificate on any instrument identifying same as the note de cribed reference in the may accept as the genuine note herein described any note which may be presented and which conforms in substance win 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 of ice of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resign view, institute or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Si coses or in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein 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 "ding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used here a shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- 16. The Mortgagors agree to deposit: (1) by the end of each calendar year a sum equivalent to the amount of the annual real estate taxes assessed on the property described herein for such calendar year payable in the succeeding year, as each lated by the Trustee, and to make said deposit in equal monthly instalments during each calendar year or portion thereof; and (2) a further sum as estimated by the Trustee, equivalent of 1/12th of the annual premiums for policies for fire and all other hazard insurance required in the Trust Deed. All such deposits shall be non-interest bearing deposits and shall be nade on the first day of each month.
- 17. In the event the Mortgagors sell or otherwise transfer, or agree to transfer, title to or lease or otherwise not occupy the premises, the Note secured hereby stall the reupon become immediately due and payable.

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WITNESS the hand and seal of Mortgagors the day and year	ar first above written.
ARNOLD L. KOTOWSKY [SEAL]	[\$RAL]
[SEAL]	[SZAL]

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STATE OF ILLINOIS, COUNTY OF COOK	
,	I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HERE CERTIFY THAT Arnold i Kotowsky, a Bacholor
A _C	who IS personally known to me to be the same person, whose name IS subscribed the foregoing Instrument, appeared before me this day in person and acknowledged the said Instrument as his free and volunta act, for the uses and purposes therein set forth, including the release and waiver of the rigor for the uses.
	GIVEN under my hand and Notarial Seal thistwelfth day of, A. D. 19.75
	Notary Public. O. I. O. I.
UCOCK C.:	\$ 111 75 \$23115717
in the with- ied herewith 2/5/ 2/5/ . as Trustee, President, Steregards	
te mentioned in the been identified hon No. 22/2/SATATS BANK, as CONTROLL NO.	POKTANT Which a noth the borrower use note secured by this should be identified by the IRUSTE SAVINGS BANK, fore the Trust Deed is filled
The Instalment Note mentioned in the with in Trust Deed has been identified herewith under Identification No. 22/3/	IMPORTANT For the practice, or noth the borrower and lender, one note secured by this Trust Red should be identified by the SIGNER TRUSTE SAVINGS BANK, Trustee, before the Trust Deed is filed for record.
SED Sote	gs Bank
Box No. 22 TRUST DEEI For Instalment Note	Pioneer Trust & Savings Bank Trustoe Trustoe Pioneer Trust & Savings Bank 4000 W. North Ave. Chicago
TRL	Pioneer T Pioneer T 400

END OF RECORDED DOCUMENT