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23 118 919 This Indenture, Made 19 75 , between JOHN H. SLIMAK and HELEN V. SLIMAK, his wife 61 herein referred to as "Mortgagors," and Beverly Bank an Illinois banking corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: "HAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalm at Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS 9 of the No. in the principal sum of THIRTY FIVE THOUSAND AND NO/100 (\$35,000.00) evidenced by an certain Instalment Note of the Mortgagors of even date herewith, made payable to and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and Interest monthly on the balance of principal remaining from time to time unpaid at the rate of 8.14 per cent; er annum in instalments as follows: TWO HUNDRED NINETY SIX AND NO/100 (\$296.00) day of August Dollars on the let 19 75 and Two HUNDRED NINETY SIX AND NO/100 Dollars on the lst (\$296.00) day of each and every month thereafter until said note i. fully paid except that the final payment of principal and interest, if not sconer paid, shall be due on the last day of July 1995. 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 or each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall bear interest at the maximum rate permitted by law, and all of said principal of each instalment unless paid when due shall be at the maximum rate permitted by law, and all of said principal each interest at the maximum rate permitted by law, and all of said principal each interest at the maximum rate permitted by law. cipal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from t'me to time, in writing appoint, and in Chicago. absence of such appointment, then at the office of Dever'y Mank This Trust Deed and the note secured hereby are not assumable and become in mediately due and payable in full upon vesting of title in other than the grantor(s) of the Trust Deed. NOW, THEREFORE, the Mortgagors to secure the payment of the said nir sipal sum of money and said interest in accordance with the terms, provisions and limitations of the trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors o be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt where is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its success rs and assigns, the following described Real Estate and all of their estate, right, title and interest the consideration of the sum of the constant of the con ate, lying and being in the City of Chicago , County of Cook Lot 75 (except the South 45 feet thereof) in the Subdivision by Eugene S. Pike of that part of the South East quarter of Section 6, Township 37 North, Range 14 East of the Third

which, with the property hereinafter described, is referred to herein as the "premises,"

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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 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

Principal Meridian, lying East of the Center line of Spruce
Street, South of the center line of 93rd Street, West of the
West line of the right of way of the Pittsburgh, Cincinnati
and St. Louis R. R. and North of the South line of said quarter
section, marked Longwood Subdivision, a map thereof was re-

corded January 18, 1889 in Book 32 of Plats; Page 37, in Cook County, Illinois

This instrument can prepared by ... Righard T. Hardy. Jr. Beverly Bank-

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doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the fore-going 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.

AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for 'he 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. Mortgagore shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the primises which may become damaged or be destroyed; (2) 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; (3) pay when due any indebtedness which may be secured by a lien or charge on the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the lien hereof; (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. or municipal ordinance.
- 2. Mortgagors shall pay before any her alty attaches all general taxes, and shall pay special taxes, special assessments, water charges, have a service charges, and other charges against the premises when due, and shall, upon written request, unnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default herefunder 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 har overments now or hereafter situated on said opremises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient after to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured har or all in companies satisfactory to the holders of the note, under insurance policies payable, in cross of damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by his standard mortgage clause to be attached to each policy, and shall deliver all policies, including a disional 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 not may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of prin and or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any table or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting and 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 noteys advanced by Trustee or the holders of the note to protect the mortgaged premises and the line hereof, plus 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 the maximum rate permitted by tax. In the or Trustee or holders of the note shall never be considered as a waiver of any right accruing to the 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 aut or ized relating to taxes or assessments, may do so according to any bill, statement or estimate produce. 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 thereof.
- 6. Mortgagors shall pay each item of 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 Mortgagors, 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 instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained. 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 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 abstracts of title, title searches and examinations, guarantee 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 so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the maximum rate permitted by law, when paid or incurred 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 com-

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mencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (a) 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 perfore 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 second shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as ruch receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when also gagors, 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 constant, and all other powers which may be necessary or are usual in such cases for the protection 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 no 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 pro ided such application is made prior to foreclosure sale; (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 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 holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be perm tted for that purpose.
- 12. Trustee has no duty to examine the t. 16. It cation, existence, or condition of the premises, nor shall Trustee be obligated to record this trust ceed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the second statement of the se
- 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 equest 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 in one presenting that all indebtedness hereby secured has been paid, which representation Trustee in year expected as the genuine note herein described any note which bears a certificate of identificat on 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 designate as the makers thereof; and where the release is requested of the original trustee and it has never executed as the remained of the note and which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons herein description herein contained of the note and which purports to be executed by the persons
- 14. Trustee may resign 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, then Chicago Title and Trust Company shall be the first Successor in Trust, and in case of its resignation, inability or refusal to act the then Recorder of Deeds of the county in which the premises are situated shall be second Successor 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 binding upon Morting agors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when coused 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 or this Trust Deed.

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WITH ESS the ha	nda and seals of Mortgo	igors the day and year fir	st above fritten. Lumak [seat.]
John HJZ	mak [BBAL	1 Holon V. Slimak	Surak [1841]
	(REAL]	[63AZ.,]

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STATE OF ILLINOIS, COUNTY OF.

Agnes A. Stenstrom a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John II, Slimak and Holen V. Slimak, his wif

who are personally known to me to be the same persons, whose name a are subscribed to the foregoing Instrument, appeared before me this day in person

and acknowledged that ___they__ signed, sealed and delivered the

ment as ___their_ free and voluntary act, for the uses and forth, including the release and waiver of the right of homest

GIVEN under my hand and Notarial Seal this

day of.

rom Notary Public.

Expiration date: April 27, 1977

AFTER RECORDING MAIL THIS INSTRUMENT TO

NAME **ADDRESS**

CITY

DATE

by this Trust Deed should be identified by the Trustee m med herein before the Trust Dee, is find for for the protection of both the bo. IMPORTANT

The Instalment Note mentioned in the within Trust Deed has be in identified herewith under Identification No. 82-750-70/02

INITIALS

Trustee

Helen V. Slimak, his For Instalment Note BEVERLY BANK John H. Slimak

S. Longwood 9330

BEVERLY BANK 1357 West 103rd Street Chicago, Illinois 60643

RECORDED DOCU

Chicago.