

UNOFFICIAL COPY

Trust Deed—Statutory, under Law of 1879. With Clause for Receiver and Insurance. Form No. 1206.

23 243 260

This Indenture Witnesseth, That the grantor MARTIN W. MORGANSKI and LINDA MORGANSKI, his wife, on the City of Chicago, in the County of Cook and State of Illinois, for and in consideration of the sum of FIVE THOUSAND and no/100** * * * * Dollars in hand paid, CONVEY and WARRANT to MILDRED E. LA SOTA, TRUSTEE, of the City of Chicago, County of Cook and State of Illinois, the following described real estate, to-wit:

Lot 19 in Block 4 in Subdivision of the North West Quarter (N.W. $\frac{1}{4}$) of the North West Quarter (N.W. $\frac{1}{4}$) of Section 18, Township 38 North, Range 14 East of the Third (3rd) Principal Meridian(except therefrom those portions thereof taken for park and boulevard also except the East 424.37 feet thereof lying south of said boulevard) in Cook County, Illinois



situated in the City of Chicago, County of Cook and State of Illinois, and all right hereby releasing and giving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purpose:

WHEREAS, The said MARTIN W. MORGANSKI and LINDA MORGANSKI, his wife, Grantor herein, are justly indebted to one Promissory Note, bearing even date herewith, payable to the order of

BEARER in the principal sum of FIVE THOUSAND and no/100 Dollars (\$5,000.00) with interest thereon at the rate of SIX per cent. per annum, payable monthly on the whole amount of said principal sum remaining from time to time unpaid, said principal and interest payable as follows: TWO HUNDRED or more Dollars on the 26th day of October A.D. 1975 and TWO HUNDRED and no/100 DOLLARS or more on or before the 26th day of each and every month thereafter until said principal sum and interest have been fully paid, each payment to be first applied to payment of interest and the balance on account of principal both principal and interest payable in lawful money of the United States of America at RICHARDS REALTY, Inc., 1259 West 51st Street Chicago, Illinois 60609 or such other place as the legal holder may from time to time in writing appoint.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

NOW, If default be made in the payment of the said Promissory Note, or of any part thereof, or the interest thereon, or any part thereof at the time and in the manner aforescribed for the payment thereof, or in case of waste, or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case, he or she or both of said principal sum and interest, secured by the said Promissory Note, shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable to the said holder or holders, and the application of the legal holder of said Promissory Note, or either of them, it shall be lawful for him or her to sue for the same in any court of record, and his or her assignee in trust, to enter into and upon and take possession of the premises hereby granted, as the said party of the first part, hereto, executors, administrators and assigns, to make and do all acts and proceedings of the whole or any part of the said premises for the purposes herein specified, by valid process, and to sue in any such trustee or as special commissioner, otherwise, under order of court, and out of the proceeds of the sale or lease of the same, by the costs of such suit, all costs of advertising, sale and conveyance, including the reasonable fees and commissions of the party of the second part, or person who may be appointed to execute this trust, and THREE HUNDRED and no/100 Dollars attorney's and solicitor's fees, and also all other expenses of this trust, including all charges, advances, for insurance, taxes and other fees or assessments, with interest thereon at seven per cent per annum, there to pay the principal of said note, whether due and payable by the terms hereof or the option of the legal holder thereof, and all interest due and unpaid, together with the overplus if any, unto the said party of the first part, or legal representatives or assigns, on reasonable request, and it shall not be the duty of the purchasers to see to the application of the purchase money.

AND It is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon appearance thereof, appoint a receiver, and the receiver, with power to receive and collect the income and profits arising out of the said premises, and apply the same toward the payment of the receiver, with power to release the receiver, the income and profits arising out of the said premises, and apply the same toward the payment of the receiver, and any remainder upon said indebtedness; and that said receiver shall have the full power of attorney, and such other power in the premises as to said Court shall seem proper.

AND Said Grantor hereby agrees, that he will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that may be on and about the said premises, during the continuance of said indebtedness, insured by some company, agent and for an amount not exceeding the amount of said indebtedness, as said second party, or the holder or holders of said note, may from time to time direct, and will properly account for the premiums therefor for the indebtedness aforesaid. And in case of the refusal or neglect of the holder of the first party to pay, or to agree to pay, the holder of the second party may, procure such insurance, or pay such taxes, and pay all amounts due thereon, with interest thereon at seven per cent per annum, and be required to make additional indebtedness, measured by the Trust Deed.

WHEN The said note and all expenses according under this Trust Deed shall be fully paid, the said grantor or his executors or legal representatives shall be entitled to all of said premises remaining unpaid to the said grantor, or one hundred thousand dollars or less, upon receiving his reasonable charges for the same, and the same may be deducted from the principal of the note, and the balance so deducted shall be held by the said grantor, or his executors or legal representatives and made over to the trust trustee, with like power and authority as is hereby vested in said grantor. It is agreed that said grantor shall pay all costs, but attorney's fees, to bring a party to the Trust Deed, or a holder of said note, and that the same shall be a fee on said premises, and plaintiff of action, in respect of bringing a party to the Trust Deed, or a holder of said note, and that the same shall be a fee on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

WITNESS, The hand M and seal M of the said grantor, the 26th day of September in 1975

Martin W. Morganski
Linda Morganski

23 243 260

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State of Illinois
County of Cook

I, R. K. RICHARDS

a Notary Public in and for said County, in the
State aforesaid, Do Hereby Certify, That

MARTIN W. MORGANSKI and LINDA MORGANSKI, his wife,

personally known to me to be the same person, whose name is R. K. RICHARDS,
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, including the release and waiver of the right of
homestead.

Given under my hand and Notarial seal, this
2nd day of October A. D. 19 75

R. K. Richards.

NOTARY PUBLIC

HIS INSTRUMENT PREPARED BY

JOHN J. KELLY
ATTORNEY AT LAW
1260 WEST 51ST STREET
CHICAGO, ILLINOIS 60609

COOK CO.
FILED

OCT 3 10 09 AM '75

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BOX 152

TRUST DEED

STATUTORY FORM
With Clauses for Receipts and Insurance

MARTIN W. MORGANSKI and

LINDA MORGANSKI, his wife,

TO

MILDRED E. LA SOTI

TRUSTEE

BOX 152

UNIVERSITY PUBLISHING SERVICES, 100 EAST RANDOLPH, CHICAGO

END OF RECORDED DOCUMENT