

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY G. SCIBOR
FARM NATIONAL BANK OF CHICAGO
2958 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60618 23 254 260

TRUST DEED

CHICAGO 117717 * 1000000 * A 1112 610

Form 807 Rev. 5-67



THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 3, 1975, between GEORGY HORVATH, divorced and not since remarried

herein referred to as "Mortgagors," and FARM NATIONAL BANK OF CHICAGO CHICAGO FIDELITY AND TRUST COMPANY, a national banking Association 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 ONE THOUSAND AND NO/100 Dollars, warranted by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and amount, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from October 3, 1975 on the balance of principal remaining from time to time unpaid at the rate of 9-3/4 per cent per annum in installments as follows: FOUR HUNDRED TWENTY-THREE AND 75/100

Dollars on the 1st day of December 1975 and FOUR HUNDRED TWENTY-THREE AND 75/100

Dollars on the 1st day of each and every 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 1st day of November 1990. 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 shall be paid in full and when due 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 FARM NATIONAL BANK OF CHICAGO 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 conditions of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed and strictly complied with to the satisfaction of the said Trustee, do hereby irrevocably and exclusively assign, convey, warrant, release and release unto the Trustee its successors and assigns the following described real estate and all their estate right title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS.

Lots 27 and 28 in Block 2 in Heafield's subdivision of block 12 (except the North 44 feet thereof) in Kimbell's subdivision of the East half of the South West quarter and the West half of the South East quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian (except the 25 acres in the North East corner) in Cook County, Illinois.



23254260

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.

(SEAL) *Georgy Horvath* (SEAL)
Georgy Horvath, divorced and not since remarried
(SEAL) (SEAL)

STATE OF ILLINOIS
Geraldine B. Scibor
Notary Public in and for the said County in said County in the State aforesaid, DO HEREBY CERTIFY THAT
AS GEORGY HORVATH, divorced and not since remarried
was personally known to me to be the same person, whose name is subscribed in the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, and that the same was lawfully and lawfully set for the uses and purposes therein set forth including the release of the said premises from the Homestead Exemption.



Witness my hand and seal this 3rd day of October A.D. 1975
Geraldine B. Scibor
Notary Public

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed... (2) keep said premises in good condition and free from incumbrances or other liens or claims for liens not expressly subordinated to the lien hereof...

2. Mortgagors shall pay before any penalty 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 the trustee or to holders of the note duplicate receipts therefor...

3. Mortgagors 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...

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances...

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 estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate...

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 to the contrary in this Trust Deed, 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 when default occurs or (b) when default occurs and continues for sixty days in the performance of any other agreement of the 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 as to a sale to foreclose, 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert witness examinations, charges for publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosing all such abstracts of title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title...

8. Upon 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 and such receiver may be made either before or after sale without notice without regard to the adequacy or insufficiency of Mortgagors as to the value of application of such proceeds and without regard to the value of the premises as to which same shall be first occupied as a homestead or in the case of the Trustee or holder of the note, when paid, shall have priority over all other liens and interests in such 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 in whole or in part of the indebtedness secured hereby, shall have priority over all other liens and interests in such premises during the full statutory period of redemption, whether there be redemption in whole or in part of the indebtedness secured hereby...

9. 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.

10. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

11. Trustee has no duty to examine the title, location, existence, or condition of the premises nor shall Trustee be obligated to record this trust deed or to execute any power hereof unless expressly obligated by the terms hereof and for any omissions hereunder, except in case of its own gross negligence or intentional or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

12. Trustee shall release this trust deed from 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 make such release in writing and shall to Trustee the note, representing that all indebtedness hereby secured has been paid, which instrument Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as true the genuine title herein described and any indebtedness hereof, which is identified as such by a trustee designated as maker 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 described herein, it may accept as true the genuine title herein described and any indebtedness hereof, which is identified as such by a trustee designated as maker 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 described herein, it may accept as true the genuine title herein described and any indebtedness hereof, which is identified as such by a trustee designated as maker thereof.

13. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds of the county in which the premises are situated and the holder of the note shall be deemed to be the holder of the note and 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.

14. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" which is 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 same.

15. Mortgagor further agrees that upon default in the payment of any of the said installments or of any of the obligations mentioned by the terms hereof, as measured by this Trust Deed, or of any of the covenants or agreements stipulated in the Trust Deed, I shall pay interest at the rate of 10-7/8 per cent per annum, or such statutory rate as may be in effect at the time of execution upon the total indebtedness as long as said default shall continue and further agree that upon such default the principal sum above mentioned, or such part thereof as may be unpaid, and any advances made by the Holders of the Note, together with interest as aforesaid, shall, at the option of the Holders of the Note become immediately due and payable, without notice, anything hereinbefore contained to the contrary notwithstanding.

16. Said party of the first part further covenants and agrees to deposit with the Trustee or the Legal Holder of the within mentioned note, on the 1st day of each and every month, during the term of said loan, commencing on the 1st day of the month next accruing against equal to one-twelfth (1/12th) of the estimated general real estate taxes next accruing against said premises computed on the amount of last ascertainable real estate taxes and one-twelfth (1/12th) of the annual insurance premiums, such sums to be held in a non-interest bearing account by the Trustee or the Legal Holder of the Note as and for a Sinking Fund to be used by the Trustee or the Legal Holder of the Note, to pay the general real estate taxes levied against said premises, and insurance premiums as and when the same become due and payable.

17. In the event of a sale or conveyance of the property described herein the entire balance remaining unpaid on this mortgage shall become due and payable immediately at the option of the Holder of the Note.

18. The Mortgagor hereby waives any and all rights of redemption from sale under any order of decree of foreclosure of this Trust Deed, and its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.

George Kovath, divorced and not since remarried

UNOFFICIAL COPY

Property of Cook County Clerk's Office

HIDDEN ATTACHED HERETO AND SOME PART HEREOF

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified
herewith under Identification No. 3605

~~OFFICIAL PUBLIC RECORDS DEPARTMENT~~
By *William J. [Signature]*
Trustee

D NAME
E
L STREET
I
V CITY
E
R
Y INSTRUCTIONS

OR

RECORDERS' OFFICE BOX NUMBER 450

FOR RECORDERS' INDEX PURPOSES,
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1201-03 N. Lawndale Ave.
Chicago, Illinois

END OF RECORDED DOCUMENT