

UNOFFICIAL COPY

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This Indenture, Made this 30th. day of October, 1975, WITNESSETH, that WHEREAS THE GRANTORS, WILLIAM ZIRKO and ELEANOR ZIRKO, his wife,

of the City of Chicago, in the County of Cook and State of Illinois, justly indebted to the legal holder, or holders of the principal instalment note hereinafter described in the principal sum of

FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$15,750.00) DOLLARS, as evidenced by said note, bearing even date herewith, made payable to BEARER and by the Grantors duly delivered, in and by which said note Grantors promise to pay the said principal sum and interest on the balance of principal remaining from

time to time unpaid at the rate of 9 1/8 per cent per annum in instalments as follows: ONE HUNDRED FORTY TWO AND 99/100 (\$142.99) Dollars on the 20th. day of December, 1975 and ONE HUNDRED FORTY TWO AND 99/100 (\$142.99) Dollars on the 20th. 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 20th. day of November, 1975.

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 unless each instalment is paid when due the unpaid principal balance shall bear interest after such due date at the rate of 9 1/8 per cent per annum. All of said principal and interest payments are payable in lawful money of the United States of America 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 the LAKE VIEW TRUST AND SAVINGS BANK, in the City of Chicago, Cook County, Illinois.

NOW THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto LAKE VIEW TRUST AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and doing business in Chicago, Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to wit:

Lot 23 (except the North 10 feet thereof) and the North 17 1/2 feet of Lot 24 in Block 2 in the subdivision of Block 29 in the subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, (except the South West 1/4 of the North East 1/4 of the South East 1/4 of the North West 1/4 and the East 1/2 of the South East 1/4 thereof) in Cook County, Illinois

It is understood that in addition to the above described real estate, the said Grantors and the Trustee have agreed that the Mortgagees agree to deposit in a separate account, to be established by the Trustee, the amount of the property taxes and the amount of the real estate tax bill or bills that are due on the said premises, and that the Trustee shall be authorized to pay the amount of such taxes and bills out of the said account for taxes.

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situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof and the right to retain possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in and on the said premises or in the operation thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Grantee and to its successors forever for the purposes, uses and trusts herein set forth (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois;

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances, if any; to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any penalty shall attach thereto, all taxes and assessments, or instalments thereof, levied upon said premises; to commit or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgage or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee shall in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors so to pay said taxes and assessments or any instalments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or any of them, may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements or in case of default in the payment of any note secured hereby, or any instalment of interest thereon, or principal thereof, or upon the conveyance, assignment or transfer by law or otherwise, of the title or any interest therein to the real estate described in said trust deed, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time thereafter without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

THIS INSTRUMENT WAS PREPARED AND DRAFTED BY LAKE VIEW TRUST AND SAVINGS BANK 3201 N. ASH AVE. CHICAGO, ILLINOIS 60657

LAURA L. LUCASAKA

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It is further agreed by the Grantors and said creditors and for the heirs, executors, administrators and assigns of said Grantors, that in case a suit is brought to enforce the right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said promissory notes, or any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such suit, and to prosecute the same, for the satisfaction of the monies hereby secured as may be necessary; that all expenses incurred in the carrying out of the provisions of the plan in connection with the foreclosure hereof—including reasonable attorneys' fees, costs of temporary expenses, stenographic charges, cost of preparing or completing an abstract of title or a copy of a plan or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; that the late expenses and disbursements, occasioned by any suit or proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed, shall be taxed as costs, and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be stayed or enjoined, or a release thereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

The Grantors, for said creditors and for the heirs, executors, administrators and assigns of said Grantors, waive all right to the possession of and interest in said premises, and to the filing of any bill to foreclose this trust deed the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver to take possession and control of said premises with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit, and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses according to this trust deed shall be fully paid, the Trustee or its successor shall release this trust deed and receive all of said promissory monies owed to the said Grantors or their heirs or assigns, upon receiving its reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes duly canceled as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Trustee, then Chicago Title & Trust Company of Chicago, Illinois, is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said Trustee.

If this instrument is executed by one individual that the word "Grantors" and all verbs, pronouns and other words qualify,ing, applying or referring to the same, in this instrument, shall be construed as if the same had been written in the singular, and if this trust deed is executed by more than one individual that the word "Grantors" shall be held to mean such note.

WITNESS the hand and seal of the said Trustee, this 10th day of November, 1975.

William Zirko (SEAL)
 William Zirko (SEAL)
 Eleanor Zirko (SEAL)
 Eleanor Zirko (SEAL)

STATE OF ILLINOIS, County of Cook, in the State aforesaid, I, the undersigned, a Notary Public in and for said County, do hereby certify that the foregoing is a true and correct copy of the original instrument recorded in my office on this 10th day of November, 1975.

WILLIAM ZIRKO and ELEANOR ZIRKO, his wife,

appeared before me this 10th day of November, 1975, and acknowledged that they signed the foregoing instrument as their free and voluntary act, for the purposes and purposes therein set forth, including the release and discharge of the right of redemption.

Witness my hand and the official seal this 10th day of November, 1975.

Notary Public

The original instrument is on file in my office.
 Trust Deed has been recorded in my office.
 Register Number 3072
 LAKE VIEW TRUST AND SAVINGS BANK
 Trustee
 By: [Signature] Trust Officer

*23287675

BOX 146

TRUST DEED

LAKE VIEW BANK

Address of Property

LAKE VIEW BANK

Form # 1633-001

END OF RECORDED DOCUMENT