

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM No. 206
May, 1969

TRUST DEED INSTRUMENT
For use with Note Form 244B
Monthly payments including interest

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23 287 119 The Above Space For Recorder's Use Only

THIS INSTRUMENT made this 19th day of November 1975, between **Richard K. Imrisek and wife Gloria, as joint tenants** herein referred to as "Mortgagors," and **Chicago Title Insurance Co.**

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are jointly indebted to the legal holder of a principal promissory note, termed "Installment Note," given date herewith, executed by Mortgagors, made payable to Trustee;

and delivered, in and by which said Mortgagors promise to pay the principal sum of **Sixty thousand** Dollars, and interest from **date of note** on the balance of principal remaining from time to time unpaid at the rate of **10.25** per cent per annum, such principal sum and interest to be payable in installments as follows: **One thousand two hundred eighty-three and no/100** Dollars on the **15th** day of **December** 1975, and **One thousand two hundred eighty-three and no/100** Dollars on the **15th** 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 **15th** day of **November** 1980. All such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of **10.25** per cent per annum, and all such payments to be made payable at **Nevada National Bank, McCarran Plaza BR**

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment provided in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed in which event election may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally waive prevention for payment, notice of dishonor, protest and notice of protest.

NOW HEREBY, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of **One Dollar** in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by their presents **CORVEY** and **WARRANT** unto the Trustee, his or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situated, lying and being in the

Colony Park COUNTY OF **Cook** AND STATE OF ILLINOIS, to wit: **Lot 25 and the South 15 feet of Lot 26, Block 3 in Truman Penfield's Ashland Avenue Addition to West Pullman, being a subdivision of the East 1/2 of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 30, Township 37 North, Range 14**



which, with the property hereinafter described or referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances thereunto in anywise and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter attached thereto or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing) screens, window shades, awnings, storm doors and windows, door coverings, insulating pads, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises, whether physically attached thereto or not, and it is agreed that all furnishings and additions and all similar or other apparatus, equipment or articles hereafter placed in, on or attached to the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, his or his 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 Law of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

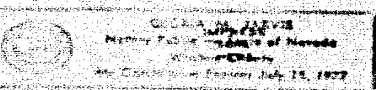
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Richard K. Imrisek (Seal) **Gloria Imrisek** (Seal)
Richard K. Imrisek Gloria Imrisek

Nevada State of **Nevada** County of **Washoe** I, the undersigned, a Notary Public in and for said County,



in the State aforesaid, DO HEREBY CERTIFY that **Richard K. & Gloria Imrisek** personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they say Agreed, 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.



Under my hand and official seal, this **SIXTH** day of **November** 1975, at **Las Vegas, Nevada**

ADDRESS OF PROPERTY: **500 2nd Santa Way Sparks, Nev. ZIP CODE 89415**

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED. SENDS SUBSEQUENT TAX BILLS TO:

RECORDER'S OFFICE BOX NO. **23287119**

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgages shall keep said premises in good condition and repair, without waste, (2) promptly repair, restore, or rebuild any buildings or improvements... (3) promptly pay principal and interest... (4) pay from time to time... (5) make no material alterations in said premises...

2. Mortgages shall pay before any penalty attached all taxes and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original receipts for such payments...

3. Mortgages shall keep all buildings and improvements now or hereafter attached to said premises insured against loss or damage by fire, lightning and wind... and shall pay the cost of such insurance... and shall become immediately due and payable without notice and without protest...

4. In case of default in any of the covenants or conditions herein, the holder of the note may, but need not, make any payment or perform any act herebefore required of Mortgages... and may, but need not, make full or partial payment of principal and interest... and shall become immediately due and payable without notice...

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... and shall not be liable for any error or omission in such bill, statement or estimate...

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... and shall become immediately due and payable when default shall occur in payment of principal or interest...

7. When the indebtedness hereby secured shall be due, whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof... and shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt... and shall be allowed and included as additional indebtedness in the decree for sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note...

8. The proceeds of any foreclosure sale of the premises shall be distributed as follows: (a) first, to pay all costs and expenses incident to the foreclosure proceedings... (b) second, to the holder of the note... (c) third, to the holders of the note... (d) fourth, to the holders of the note...

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed may appoint a receiver of the premises... and the receiver shall have power to collect the rents 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 for redemption...

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be commenced or any defense which would bar or defeat or delay in the recovery of the debt arising hereunder shall be set up or put in issue 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 shall be permitted to do so for that purpose.

12. Trustee has no duty of examining the title, condition, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to execute any power hereon... and shall be liable in any action or controversy for damages or loss of profits...

13. A copy of this Trust Deed and the lien hereof shall be presented to the Register of Deeds... and shall be recorded... and shall be a lien in favor of the holder of the note... and shall be a lien in favor of the holder of the note...

14. Trustee shall execute the instrument in writing filed in the office of the Register of Deeds... and shall be a lien in favor of the holder of the note... and shall be a lien in favor of the holder of the note...

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages... and shall be a lien in favor of the holder of the note... and shall be a lien in favor of the holder of the note...

IMPORTANT: TAKE THE PRECAUTIONS OF KEEPING YOUR RECORDS AND RECORDS... AND YOUR RECORDS...

This Indenture was incorporated in the aforesaid Trust Deed and has been substituted herewith under Identification No. _____

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TOP OF RECORDED DOCUMENT