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TRUST DEED

BLAISE T. CO. (mirrored watermark)

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made January 20 1976, between

SLAVOLJUB MILIN and JOHANA MILIN, his wife

herein referred to as "Mortgagors," and

CHICAGO TITLE AND TRUST COMPANY

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 Instalment Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note," in the principal sum of (\$5,125.00) FIVE THOUSAND ONE HUNDRED TWENTY-FIVE and no/100-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BLAISE and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 1, 1976 on the balance of principal remaining from time to time unpaid at the rate of NINE and ONE-HALF per cent per annum in instalments (including principal and interest) as follows:

ONE HUNDRED (\$100.00) or more Dollars on the FIRST day of MARCH 1976 and ONE HUNDRED (\$100.00) or more Dollars on the FIRST day of each MONTH hereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the FIRST day of MARCH 1979 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 of each installment unless paid when due shall bear interest at the rate of 9 1/2 per annum, and all of said principal and interest hereinafter payable at such banking hour or trust company in Chicago, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of THE HOLDER, in said City.

NOW THEREFORE, the Mortgagors to warrante the payment of the said principal sum of money and said interest accordingly with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and abate in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

11.00

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof lawfully due 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 such apparatus, equipment or articles are centrally controlled, and ventilation, including without restricting the foregoing, pipes, window shades, screen doors and window blind coverings, motor beds, awnings, stoves and water heaters. All of the foregoing 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.

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 Mortgages and Lien 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.

WITNESSE in the hand S. _____ and seal S. _____ of Mortgagors the day and year first above written.

SLAVOLJUB MILIN JOHANA MILIN



I, John C. Deane, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT SLAVOLJUB MILIN and JOHANA MILIN, his wife, who is personally known to me to be the wife of the said Slavoljub Milin, who were S. H. H. referred to in the foregoing instrument appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of January, 1976.

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

1. Mortgages shall (a) promptly repair, replace or rebuild any building or structure, or any part thereof, or any improvements thereon, which may become damaged or destroyed; (b) keep said premises in good condition and repair, with all necessary and reasonable expenses, and shall indemnify and hold harmless the holders of the notes for any and all expenses incurred in connection with the performance of the duties of such parties to the Trust or to holders of the notes; (c) promptly within a reasonable time, and upon receipt of a satisfactory certificate of the director of such jurisdiction, or Trustee or to holders of the notes, if acceptable within a reasonable time, any building or improvements or of any other structure upon said premises, to comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (d) work on material alterations to said premises except as required by law or municipal ordinances; (e) Mortgagee shall pay before any party attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges and other charges against the premises which due and shall upon written request, through the Trustee or to holders of the notes, duplicate receipts therefor. In the event of default under Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may incur to correct.

2. Mortgagee 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the actual loss sustained hereby, all in compliance herewith by the holder of the note, under insurance policies available in case of future damage to the premises, the cost of the incident of the note, such rights to be established by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and term policies, to holders of the notes, and in case of insurance about to expire, shall deliver new policies not less than ten days prior to the respective dates of expiration.

3. In case of default by the Trustee or the holder of the notes, they need not make any payment or perform any act hereinbefore required if Mortgagee in any form and manner, and as they see fit, but shall not make full or partial payment of principal or interest on premises encumbrances, or any and purchase, discharge, or release of any lien or other paid taxes or claims, interest, or claims, or release from any taxes or liabilities affecting said premises or contents, or any part of same. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred by Mortgagee thereon, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes to protect the mortgage premises and the Tax liens, plus reasonable expenses of the Trustee for such matters concerning which action herein authorized may be taken, shall be in addition to all other obligations secured hereby, and shall be immediately due and payable, without notice and without interest, to the holder of the note or to any person named in the Trust or to holders of the notes, shall never be considered as a waiver of any right existing to them on account of any default hereunder on the part of Mortgagee.

4. The Trustee or the holder of the note, in order to avoid making any payment hereby authorized relating to taxes or assessments, may do so according to any full statement of amounts provided from the appropriate public officer, without inquiry into the accuracy of such statements or amounts or into the validity of any tax assessment, rate, forfeiture, tax lien or lien thereon.

5. Mortgagee shall pay all taxes and other liabilities hereon authorized, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagee, all such indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed, be the responsibility of the holder of the note, and shall be immediately due and payable, without notice and without interest, to the holder of the note, or to whom default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

6. When the indebtedness hereby secured shall become due in whole, by acceleration or otherwise, holders of the notes or Trustee shall have the right to foreclose the lien hereon or to foreclose the first mortgage, to be allowed and included as additional indebtedness in the decree for sale of all expenditures and expenses which may be paid or incurred by or for the Trust or Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, court fees, disbursements and expert evidence, stenographers, the cost of publication costs and costs which may be estimated as necessary to be expended after notice of the decree of foreclosure of this title, together with examination, title insurance, policy, taxes, certificates, and similar data and expenses with respect to title, easements, fixtures or fixtures of the note, may be reasonably necessary either for procedure, suit, suit or to evidence to holders of the note, which may be held paramount to such decree, the true condition of the title to the value of the premises. All expenditures and expenses of the holder of the note in this paragraph mentioned shall become such additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or holders of the notes in connection with any proceeding, including purchase and bankruptcy proceedings, to which the note or this title shall be a party, or in connection with any proceeding in which the note or this title is a party, or in connection with the preparation for the commencement of any suit for the foreclosure hereof after accrual of such title to foreclose, whether or not actually commenced, or the preparation for the defense of any such suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

7. 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 taxes as are mentioned in the preceding paragraph, hereof, second, all other taxes 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 herein, any amounts to Mortgagee, then, the legal representatives of assignee, as their rights may appear.

8. 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 before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be sold as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues 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 of redemption, whether there be redemption or not, as well as during any further time when Mortgagee except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be necessary or usual in such case for the protection, preservation, control, management and operation of the premises during the time of such period. The court from time to time may substitute the receiver to apply the net proceeds in his hands or payment in whole or in part of (1) the indebtedness secured hereby, or by any decree hereunder that trust deed, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency, in case of a sale and deficiency.

9. No action for the enforcement of the lien of or any provision hereof shall be subject to any defense which would be good and available to the party originating same in an action of law upon the note hereby secured.

10. Trustee or the holder 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, to ascertain the existence or condition of the premises, or to inquire into the validity of the character of the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record that trust deed, nor 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 agents or employees of Trustee, and it may employ independent attorneys to be free exercising any power herein given.

12. 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 by and at the request of any person who shall not, before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which presentation Trustee may accept or refuse without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept or refuse to hereafter beneficial any note which bears an identification number (pertaining to be placed thereon by a prior Trustee hereunder or which contains an endorsement with the description hereof contained of the note, and which purports to be secured by the person herein designated as the maker thereof, and where the name is reproduced of the original Trustee, and it has never placed its identification number on the note described herein, it may accept as the note hereof, if such a note 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 person herein designated as maker thereof.

13. 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, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as set herein given Trustee, and any Trustee in Succession shall be entitled to reasonable compensation for all acts performed hereunder.

14. This Trust Deed and all proceedings hereof shall pertain to and be binding upon Mortgagee and all persons claiming under it through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

This instrument was drafted by: John C. Dugan, 109 Green Bay Rd., Wilmette, Illinois

23 382 315

IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD

Identification No.

CHICAGO TITLE AND TRUST COMPANY

By [Signature] Trustee

MAIL TO

John C. Dugan, 109 Green Bay Road, Wilmette, Illinois 60091

FOR RECIPIENT'S INSURE PURPOSES INSERT STREET ADDRESS IN ABOVE DIMENSIONED PORTION HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER BOX 533

UNOFFICIAL COPY

LEGAL DESCRIPTION: 6513-15 North Clark, Chicago, Illinois

That part of Lot 11 and of the North 5 feet of Lot 12 in Block 1 in Becker's Addition to Rogers Park, being a Subdivison of that part of Lots 2 and 3 lying East of the right of way of the Lincoln and Northwestern railroads in the partition of lot 2 in the partition of the North half of the South half of the North West quarter of Section 34, Township 41 North, Range 14, East of the third Principal Meridian described as follows: beginning at a point on the North line in said lot 11, 8 feet west of the North East corner of said lot 11; thence West along the North line of said lot 11 to the West line of said lot 11; thence southeasterly along the West line of said lots 11 and 12, 50.75 feet to the South line of the North 5 feet of said lot 12; thence East along the South line of the North 5 feet of said lot 12 to a point which is 10 feet west of the East line of said lot 12; thence North and parallel with the East line of said lots, 10 feet; thence North East 22.15 feet to a point 10 feet South of the North line of said lot 11, thence East and parallel with the North line of said lot 11, 8 feet; thence North East 14.15 feet to the point of beginning in Cook County, Illinois.

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END OF RECORDED DOCUMENT