

# UNOFFICIAL COPY

Central Natl. Bank of Chicago  
120 S. La Salle St.  
Chicago, Illinois 60603

## TRUST DEED

Prepared by Deanis Laria

24610058

This Indenture, made JUNE 20 19 78, between JOSEPH

AND SOPHIA NOWAKOWSKI (hereinafter referred to as

"MORTGAGORS") and CENTRAL NATIONAL BANK IN CHICAGO, a national banking association, organized and existing under the laws of the United States of America, authorized to accept and execute trusts under the laws of the State of Illinois, (hereinafter referred to as "TRUSTEE"), witnesseth: That, whereas Mortgagors are justly indebted to the legal holder of a promissory note, termed "Installment Note" (hereinafter sometimes referred to as

"the note"), of even date herewith executed by Mortgagors

made payable to bearer and delivered, in and by which note the makers thereof promise to pay the principal sum of TENTHOUAND EIGHT HUNDRED SIXTYSIX AND <sup>96/100</sup> Dollars (\$ 10866<sup>96</sup>)

in installments as follows: ONE HUNDRED FIFTY AND <sup>93/100</sup> Dollars (\$ 150<sup>93</sup>)

on AUGUST 1 19 78, and a like amount (except the last installment, which shall be the then unpaid balance) on the same day of each and every month thereafter until paid with (1) interest on the unpaid balance, after maturity of said note at the highest lawful rate and (2) with certain costs, expenses and "Late Charges" as in said note provided, all of the obligation evidenced by said note being made payable at the Banking House of CENTRAL NATIONAL BANK IN CHICAGO or at such other place as the holder from time to time of said note shall in writing appoint, which note further provides (1) that at the election of the holder thereof, and without notice, the balance remaining unpaid thereon shall become at once due and payable at the place of payment aforesaid upon the happening of one or more of certain events as therein provided and (2) that all parties thereto severally waive presentment, demand for payment, notice of dishonor, protest and any or all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of said note.

NOW, THEREFORE to secure the payment of the makers' obligations in accordance with the terms, provisions and limitations of the 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 \$1.00 in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents convey 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, to wit:

Lot 15 in Block 9 in the Circuit Court Partition of the Southeast 1/4 of

(except lands belonging to the South Chicago Railroad Co.)

Section 31, Township 38, North Range 15, East of the Third Principal Meridian.

which, with the property hereinafter described is hereinafter referred to as the "premises," together with all improvements, tenements, easements, and appurtenances thereto belonging 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 apparatus, equipment or articles now or hereafter therein 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, storm windows, floor coverings, radiator beds, furnaces, pumps, fans, stoves, water heaters, and water softeners. All of the foregoing are declared and agreed to be part of said real estate whether mechanically or physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other fixtures, apparatus, equipment or articles hereafter placed upon the premises by Mortgagors or their successors or assigns shall be part of the real estate in the same manner and with the same force and effect as though the same had been placed therein or thereon prior to the execution of this Trust Deed.

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 right and benefits under and by virtue of the Homestead Exemption Laws 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 hereof, are incorporated herein by reference and are a part hereof and shall be binding upon Mortgagors, their heirs, personal representatives, successors and assigns.

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

X Sophie Nowakowski (SEAL)

X Joseph Nowakowski (SEAL)

1978 SEP 1 AM 10 06

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

RECORDER OF DEEDS  
(SEAL)

STATE OF ILLINOIS }  
COUNTY OF COOK }

ss.

SEP--1-78 124998

24610058 A -- REC

10.00

Angela Janicki, a Notary Public in and for said County, in the

State aforesaid, certify that Sophie and Joseph Nowakowski, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and that 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 official seal, this 11th day of July, 1978

Angela Janicki  
Notary Public

24610058

10.00

24610058

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

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens, or liens in favor of the United States, or other liens, or claims for lien, not expressly subordinated to the lien hereof; (4) pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and, upon request, exhibit satisfactory evidence of the discharge of such lien to Trustee or to the holder of the note; (5) complete, within a reasonable time, any building or buildings now, or at any time, in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises, except as required by law or municipal ordinance, or as previously consented to, in writing, by the Trustee or the holder of the note.

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 Trustee or to the holder of the note the original or duplicate receipts therefor. To prevent default, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises, insured against loss or damage by fire, lightning and 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, all in companies satisfactory to the holder of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies to the holder of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holder of the note may, but need not, make any payment, or perform any act, hereinafter 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, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest lawful rate. Action of Trustee or the holder of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee, or the holder 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, or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the said note or in this Trust Deed to the contrary, become immediately due and payable when default shall occur in payment of any installment of the note, or in the happening of any of the events specified in any other covenant, undertaking or agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due, whether by the terms of the note, by acceleration, or otherwise, the holder of the note or trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided for by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, 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 the holder of the note for attorneys' fees, Trustee's fees, a probator's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated as items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, title insurance or guarantee policies, "Torrens" Certificates, and similar data and assurances with respect to title, as Trustee or the holder of the note may deem to be reasonably necessary, either to prosecute such suit, or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the premises at the time of the sale, and the expenses of the nature of the nature in this paragraph mentioned. There shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest lawful rate, when paid or incurred by Trustee or the holder of the note in connection with (1) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as a plaintiff or defendant, or respondent, by reason of this Trust Deed or any indebtedness hereby secured; or (2) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (3) preparations for the defense of any threatened suit or proceeding which might affect the premises, or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale on 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 (without limitation) all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all installments of the note, and interest, remaining unpaid; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then occupied as 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagors except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court, from time to time, may authorize the receiver to apply the net income in his or its hands in payment, in whole or in part, of: (1) the indebtedness secured hereby, or by any other mortgage on this 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.

10. No action for the enforcement of the lien of this Trust Deed, or of any provision hereof, shall be subject to any defense which would not be good and available to the party interposing same as an action at law upon the note.

11. 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.

12. 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 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 require indemnities satisfactory to itself before exercising any power herein given.

13. 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 shall execute and deliver a release hereof to, and at the request of, any person who before or after maturity of the note shall produce and exhibit to Trustee the installment note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a Certificate of Identification purporting to be executed by a prior trustee hereunder, or which conforms in substance with the description herein contained of the installment Note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate of any instrument identifying same as the Installment Note described herein, it may accept as the genuine note a note herein described any 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 persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds 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, Chicago Title and Trust Company, an Illinois Corporation, shall be first successor in trust, and in the event of its resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second successor in trust. Any successor in trust hereunder 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.

15. This Trust Deed and all provisions hereof, shall extend to, and be binding upon, Mortgagors and all persons claiming by, under, or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons, and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note, or this Trust Deed.

16. The plural of any word herein used shall include the singular number, and the singular shall likewise include the plural, unless the context otherwise indicates.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification  
CENTRAL NATIONAL BANK IN CHICAGO, Trustee

No. 5557

By *Saeed M. Khan*  
Assistant Trust Officer

END OF RECORDED DOCUMENT

Property  
24610058