GEORGE E. COLER LEGAL FORMS FORM No. 206 September, 1975 1979 FEB 9 PM 2 04 TRUST DEED (Illinois)
For use with Note Form 1448 24840086 FEB-977 21 The Above Space To Recorder's Use Only. (23 10 19 79 between Thomas F. Lasko And Barbara S. Lasko, February 6 THIS INDENTURE male herein referred to as "Mortgagors," and Srars Bank & Trust company herein referred to as "Truster," w tnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of e. n. date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note stor gagors promise to pay the principal sum of Twnety Seven Thousand & No/100-on the 15th day of each and every month increase of the side of the control of the sounce paid, shall be due on the 15th day of Mar.h. 19.82: 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 extern or, paid when due, to bear interest after the date for payment thereof, at the rate of Max. Performing himself with the such payments being nad payable at Sears Bank & Trust Company

or at such other place as the legal holder of the nite 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 price is all sum remaining unpaid thereon, together with accrued interest thereon, shall become at once the and payable, at the place of payment aforesaid, in consideration of 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 of the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, prox and notice of protest.

NOW THEREFORE, to secure the payment of the said principal suit of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the proformance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Isla in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or its successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being to. _ AND STATE OF ILLINOIS, to wit: __, COUNTY OF _ Cook City Of Winnerka The land referred to in this commitment is described as follows:

Lot 27 in Orth's Subdivision of that part of the South Fast Fractional 1/4 of
Fractional section 21, Township 42 North, Range 13 East of the Third Principal MC
According to the Plat thereof recorded September 24, 1921 as Document Number 7276
in Cook County, Illinios. which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and an traits, "sues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are ple-ged rimarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein r acron used to supply heat, said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein r acron used to supply heat, said real estate and not secondarily), and all fixtures, apparatus, equipment of articles now or hereafter therein r acron used to supply heat, said real estate and not secondarily), and all fixtures, apparatus, equipment of articles now or hereafter therein r, acron used to supply heat, said the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or n t, and it is agreed that all buildings and additions and afficient or other apparatus, equipment or articles hereafter placed in the premises by hortgagors or their successors of assigns ship to the propose of the first successors and assigns, forever, for the purpose, and t pon the used and the state of the first propose of the purpose of the first part of the mortgagor of the premises unto the said Trustee, its or his successors and assigns, forever, for the purpose, and t pon the used and its state of the first proposed proposed the proposed THIS IS A HULLD TRUST BEAD Romes J. Laske I, the undersigned, a Notary Public in and for said County, aforesaid, DO HEREBY CERTIFY that Thomas F. Lasko and State of Illinois personally known to me to be the same person S whose name are subscribed to the foregoing instrument, appeared 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. 744 19**ZZ** Given under my hand and official seal, this 19282 Notary Public NOV 15 Commission expires This instrument was prepared by Sears Bank & Trust Company ADDRESS OF PROPERTY: Sois G. Van Sparker AND ADDRESS) 170 Fuller Lane Winnetka, IL 60093 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED NAME Sears Bank & Trust Company Sears Tower, Personal Banking SEND SUBSEQUENT TAX BILLS TO: MAIL TO:

ADDRESS

CITY AND

Chicago, IL

RECORDER'S OFFICE BOX NO

60606

ZIP CODE

Address shown above.

(Name)

- 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 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 prior lien to Trustee or to holders 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 holders of the note.
- 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 holders of the note the original or duplicate receipts therefor. To prevent defeath thereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. M. (gagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of re or rep. m. g1's same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under in policies payaole, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard gage clause to a attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, case of insu ance, you to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In cas of efault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgago's in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance. If ny, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sail or it is easier and prior encumbrance. If ny, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sail or it is easier and on the encountry of the purposes herein authorized and all expenses paid or no red in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to point it mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorize in be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with inverst therecon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of ary it in 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 office without inquiry into the accuracy of such bill, statement or estimate or into the validity of a y t x, assessment, sale, forfeiture, tax lien or title or claim thereof.

 6. Mortgagors shall pay each item of a y-tendrass herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in the principal note or in Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- herein contained.

 7. When the indebtedness hereby secured shan or on e 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 also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In a, a, a, a, foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expen es w itch may be paid or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for upon any and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry "a decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to eviden to to billing and any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditure and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediated due at any sale which interest thereon at the rate of eight per cent per annula, when paid or incurred by Trustee or holders of the note in conjection with (a) any action, suit or proceeding, including but not limited to produce and bank ruptey proceedings, to which either of them shall be apply a five as planniff, claimant or defendant, by reason of this Trust Proceeding and the proceeding of the promises of the security hereof, whether or not actually commenced or (c) preparations for "e effense of any incered and or defendant, by reason of this Trust Proceeding of the promises of the security hereof, whether or not actually commenced.

 8. The proceeds of my
- 8. The proceeds of any foreclosure sale of the premises shall be distributed at \$4.5.pt\$, id in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; four 1, 0 y overplus 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 solveney or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of 1 epron ises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such ecciver hall 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 or redemption, whether there be redemption or not, as well as during any further times when Mort, gets, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be eccessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said perm. The Crut from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebt due's secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior. The lien hereby or by any decree foreclosing this Trust Deed.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any d fe ise which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to ecord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts of or should hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 'I in debtedness 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 either before or after maturity thereof, release and exhibit to Truste the principal rate, representing that all inhebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor truste such successor trustee may accept as the genium note herein described any note which hears 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 principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine principal note herein described herein, he may accept as the genuine princip
- 14. 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 death, resignation, inability or refusal to act of Trustee. Sears Bank & Trust Co., shall be first Successor in Trust and in the event of his or its death, 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 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 principal note, or this Trust Deed.

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

Sears Bank & Trust Company

END OF RECORDED DOCUMENT