

# UNOFFICIAL COPY

This Indenture Witnesseth,  
JOHN BORZECKI & WIFE ANNA BORZECKI

That the grantor

24873701

of the City of Chicago in the County of Cook and State of Illinois  
for and in consideration of the sum of Thirteen Thousand Five Hundred Thirty Nine & 60/100's Dollars  
in hand paid, CONVEY and WARRANT to CAPITOL BANK OF CHICAGO  
4801 W. Fullerton of the City of Chicago County  
of Cook and State of Illinois the following described real estate, to-wit:

Lot 35 in Quinians Resubdivision of Lots 1 to 48 both inclusive of Block 14  
in Chicago Land Investment Co's Subdivision in the Northeast Quarter of  
Section 33, Township 40 North, Range 13 East of the Third Principal  
Meridian

situated in the City of Chicago County of Cook and State of Illinois  
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois

and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained;  
in trust nevertheless, for the following purposes:

Whereas, The said John Borzecki & Anna Borzecki Grantor  
herein are justly indebted upon their Promissory Note, bearing date herewith, payable to the order of

CAPITOL BANK OF CHICAGO, 4801 W. Fullerton, Chicago, Illinois 60639  
in the amount of \$13,539.60 with 59 monthly payments of \$225.66 with 7%  
add-on (12.49) commencing April 10, 1979, and a final payment of \$225.66  
on March 10, 1984.

Now, if default be made in the payment of the said their Promissory Note or of any part thereof, or the interest thereon,  
or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments  
on said premises, or of a breach of any of the covenants or agreements herein contained, then in such cases the whole of said principal  
sum and interest, secured by the said their Promissory Note shall thereupon, at the option of the legal holder thereof, or either of them, or any  
thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note or either of them, it shall  
be lawful for the said grantee, or his successor in trust, to either enter into and upon and take possession of the premises hereby granted, or a court  
thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file a bill or bills in any court  
having jurisdiction thereof against the said party of the first part, their heirs, executors, administrators and assigns, to obtain a  
decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part,  
as such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of  
advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed  
to execute this trust, and reasonable Dollars attorney's and solicitor's fees, and also all other expenses of  
this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum,  
then to pay the principal of said note, whether due and payable by the terms thereof or the option of the legal holder thereof, and all interest  
due thereon, rendering the overplus, if any, unto the said party of the first part, their legal representatives or assigns, on  
reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this  
Trust Deed, such court may at once upon application therefor, appoint a Receiver for the said premises, and apply the same  
suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same  
toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said Receiver shall have  
the full power of receivers, and such other power in the premises as to said Court shall seem proper.

And said first party hereby agree, that he will, in due season, pay all taxes and assessments on said premises, and will keep all  
buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for  
an amount not exceeding the amount of said indebtedness, as said second party, or the holder of said note may from time to time direct,  
and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid.  
And in case of the refusal or neglect of said party of the first part thus to insure, or assign the policies of insurance, or to pay taxes as aforesaid,  
said party of the second part or his successor in trust, or the holder of said note may procure such insurance, or pay such taxes; and all  
moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid  
by this Trust Deed.

When the said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successor or legal  
representatives shall re-convey all of said premises remaining unsold to the said grantor or their heirs or assigns, upon receiving  
his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability  
to act of said grantee the CAPITOL BANK OF CHICAGO

is hereby appointed and made successor in trust herein, with like power and authority, as is hereby  
vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder  
or holders of said note in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a  
holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises  
and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 2nd day of March A.D. 79

x John Borzecki (SEAL)  
; Anna Borzecki  
x Anna Borzecki (SEAL)

24873701

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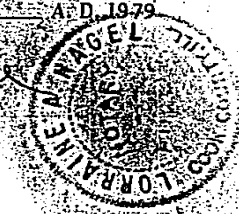
State of Illinois }  
County of Cook } ss. Lorraine A. Nagel

A Notary \_\_\_\_\_ in and for said County, in the  
State aforesaid, Do Hereby Certify, That \_\_\_\_\_  
John Borzecki & wf. Anna Borzecki

personally known to me to be the same person whose names  
subscribed to the foregoing instrument, appeared before me this day in person,  
and acknowledged that he 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 \_\_\_\_\_ Notary \_\_\_\_\_ seal, this  
2nd day of March A.D. 1979

*Lorraine A. Nagel*



MAR 23 1979 2:48 PM 24873701 - A - 1111

10<sup>00</sup>



24873701

**TRUST DEED**

STATUTORY FORM  
With Clause for Receiver and Insurance

JOHN BORZECKI & wf. ANNA BORZECKI  
2143 N. LaPorte  
Chicago, Illinois

TO  
CAPITOL BANK OF CHICAGO  
4801 W. Fullerton  
Chicago, Illinois 60639

Prepared by: M. Needham

MAIL TO:

CAPITOL BANK OF CHICAGO  
4801 W. Fullerton  
Chicago, Illinois 60639

END OF RECORDED DOCUMENT