UNOFFICIAL COPY

THIS NIPSTURE, made March 27, 19.79, between Marvin M. Dalka & Greta Dalka Ms wife jointly American Finance Corporation here interests on a "mater," interests the content of the company of the compan	GEORGE E. COLEO LEGAL FORMS	FORM No. 206 September, 1975	alley T	200 miles		RECORDER OF COOK CHUNTY I	Other Caledo
THIS INDENTIUE, made March 27, 19.79, between Marvin M. Dalka & Great Dalka List wife jointly American Finance Corporation between feeter to as "Tratas," with missaelt: Tas, Whereas Mortgapors are justly indebted to the legal helder of a principal promissory note, to end Tastallment Note," of even date herewith, executed by Mortgagors, made payable to Bester and claves, in and by which note Mortgagors promise to pay the principal sun of TWO Thusand Three Hundred Deltars, and interest from March 31, 1979 on the balance of principal remaining from time to time tupsid at the rate of 17.99 per cent per annum, such principal sun and interest to be payable in abulances as follows: of Ninferty dollars and 19.79 and Ninferty dollars and 19.79 and 19.79 and Ninferty dollars and 19.79 and 19.79 and Ninferty dollars and 19.79 and Ninferty dollars and 19.79 and 19.79 and Ninferty dollars and 19.79 and	TRUST DEE For use with N (Monthly payments	1979 APR 9 ED (Illinois) lote Form 1448 Including interest)	OM 12 51 79 5	249114 (557403 • 2491	01 1401 - A	Rec	10.00
American Finance Corporation her wifefered to as 'Trustes," winessalt: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promisory note, to add 'Installation Note," of two adds herewith, executed by Mortgagors, made pupils to Beater and claive of, in and by which note Mortgagors promise to pay the principal sum of Trust. Thrustes, the promise of paying the mediant from time to time unpuls at the rate of				The Above Space For Rec	corder's Use Only		
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on the SUED day at eas and every month thereafter until said note is fully paid, except that the final payments of principal and interest, if not sooner paid, shall be due on the 31 day of March. 19. 85; all such payments on account of the indebtendess evidenced by said note to be applied. In the screen root paid when due, to bear interest and the date for a payment desired of and insulfaments constituting principal, the period of each of and insulfaments constituting principal, the period of each of and insulfaments constituting principal, the period of and insulfaments of the control of the control of and insulfaments constituting principal payments being made payable at ADMONICORN Triburges. Or at such other pick as the legal holder of the note may, from time to time, in writing appoint, which note that the clean of a such payment being made payable at ADMONICORN Triburges. Or at such that the clean of the control of the payment, when due, of any installment of principal or interest in accordance with the terms the coff or incase default shall occur and continue for three days in the performance of payments being a payable, at the place of payment being control of the payment, when due, of any installment of principal or interest in accordance with the terms the coff or incase default shall occur in the payment, when due, of any installment of principal or interest in accordance with the trust the control of the payment of the payment, when due, of any installment of principal or interest in accordance with the trust the payment, and the payment of the payment, when due, of any installment of principal or interest in accordance with the trust the payment of the pay	Two Thousand	Three Hundred		Dollars and inte	rest from Ma	arch 31, 1	979
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contained in this Trust Deed (in which even exterior may be made at any time after the expiration of said without notice), and that all parties thereto severally waive presentient for ayment, notice of dishoor, protest and notice of protest. NOW THEREPORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and mind of the payment of the said principal sum of money and interest in accordance with the terms provisions and mind of the payment of the paym	at the election of the legal become at once due and pa or interest in accordance	such other pipe as the legal holder thereof andou hyable, at the place of pay n with the terms the eof or in	al holder of the note may at notice, the principal su tent aforesaid, in case def a case default shall occur	y, from time to time, in writing im remaining unpaid thereon, t ault shall occur in the payment and continue for three days i	g appoint, which : ogether with accr t, when due, of ar n the performanc	note further provued interest there by installment of e of any other a	eon, shall principal greement
COLTY OF Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit: Lot 19 (except the East 5' thereof) and Lot 20 in Block 5 in Saint Paul's Park Addition being a subdivision of the Southwest 1/4 o tle Northeast 1/4 of Section4 Township 39 North Range 13 East of the Third Principal Me id an which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, eatements, and appurtenances there, belone in the state and profits thereof for so long and during all such times as Mortgagors may be entitled therefor (which rents, issues and profits thereof principal with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now on heavy the state of the company of the foregoing, screens, window shades, awnings, storm doors and windows, floor covering, two beds, style of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically state for statistic fielduling (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor covering, two beds, style of most, and it is agreed that the foregoing are declared and agreed to be a part of the mortgaged premises whether physically state for statistic fielduling (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor covering, two beds, style of most, and it is agreed that of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically state for statistic fielduling (without restricting the foregoing are declared and agreed to be a part of the mortgaged premises whether physically state for statistic fielduling (without restricting the foregoing are declared and agreed to be a part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forew the premises. The Trust Deed consists of two most and the premises are part thereof the same as though they were here set out	contained in this Trust De parties thereto severally v	eed (in which even. alletic vaive presentment for rayr	n may be made at any to ment, notice of dishonor	ime after the expiration of sai , protest and notice of protest.	d three days, with	iout notice), and	i that all
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Mortgagors, their heirs, successors and assigns. Witness the hands and seals of Mortgagors the day and year first above written. PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marvin M. Dalka and Greta Dalka in joint tendency personally known to me to be the same person. Swhose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that heygned, 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 3rd day of April Notago Fabilic. Given under my hand and official seal, this 3rd day of April Notago Fabilic. April 1979 Notago Fabilic.	TO HAVE AND TO and trusts herein set forth said rights and benefits M This Trust Deed cons	HOLD the premises unto , free from all rights and lortgagors do hereby expre- sists of two pages. The co	the said Trustee, its on benefits under and by vessly release and waive, essly release and waive, evenants, conditions and	virtue of the Homestead Exem provisions appearing on page	ption L ws of the 2 (the reverse s	State of Illinois	s, which
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edged that heygned, 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 3rd day of April Combaission expires October 10, 19 79 The instrument was prepared by Dawn Gottmann Said M. Franklin Ave, Franklin Park, Illinois		SEAL				nerson and ac	knowle O
Combission expires October 10, 19-79. Obtain trument was prepared by Dawn Oottmann Scholar Ave. Franklin Park, Illinois		!	edged that h eyigr free and voluntary act,	ned, sealed and delivered the s for the uses and purposes the	aid instrument as	their	}~
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Dawn Gettmann 332//W. Franklin Ave, Franklin Park, Illinois	_ 🔥	•	1979.	Iffrener K	Solerg	Notag	SPublic
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5059 W. Potomac	"/bbfgg/"	AME AND ADDRESS)			mac (iii)		(A)
Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL	V NAME UN	nerican Finance	Corporation			CAL	
PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED	MAII 70					THIS	12
						77.1	-
CITY AND Oak Park, Ill ZIP CODE (Name)	ADDRESS		Ave.	SEND SUBSEQUENT TAX	BILLS TO:		1

UNOFFICIAL COPY

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. 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.
- 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 holders of the note the original or duplicate receipts therefor. To prevent default hereunder 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 holders of the note, under insurance policies payable, 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 mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders 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 holders of the note may, but need not, make any payment or perform any act hereinbefore 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 fille or claim thereof, or redeem from any x sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all yes, see paid or incurred in connection therewith, including reasonable attorneys? fees, and any other moneys advanced by Trustee or the holder of hote 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 with notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be consider y as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trust 2 or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to 3 3 11, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate o into the validitity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors at y y each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

 At the election of the 1 side y of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything it the orincipal note or in this Trust Deed shall, notwithstanding anything it the orincipal or in the orincipal or in the state of principal or interest, or it was lefault 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 harely secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or fustee 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 mortange debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all extract ures and expenses which may be paid or incurred by or on behalf of Trustee or tholers of the note for attorneys' fees, Trustee's fees, appraise is first ultays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be or noted after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificate, 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 a control of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificate, 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 a control of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificate, 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 a control of the control of the nature in this paragraph mentioned shall be cross on such additional indebtedness secured lereby and immediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or hol lers of the note in connection with (a) any action, suit or proceeding, to which came on them shall be a party, and
- 8. The proceeds of any foreclosure sale of the premis, shi be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding; i leuding all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute seet red indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any 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 a certale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the ten value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee bereunder may be appointed by a chreciver. 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 a 1y 4 mber times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all out 1 ow 1s 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 hands in payment in whole or in Jan 2 it. (1) The indebtedness secured hereby, or by any decree foreclosing 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 nereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secret.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all r asonable 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, i.e. no 1 Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, no 1 be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Truste , 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 a stac ory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release here f to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, represen in; that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is request of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identifie, on purporting to he executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal nate. And which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the origin I trust e and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as t e gen ine principal note herein described any note which may be presented and which conforms in substance with the description herein contained. It is principal note herein described any note which may be presented and which conforms in substance with the description herein contained. It is principal 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 or Registrar of Titles in which this instrumer, shall have
- been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, 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, pow a unauthority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed herein decreases.
- 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.

ORTANT

The Installment Note mentioned in the within Trust Deed has be

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.

identified herewith un	ider Identification No)
	Trustee	

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