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TRUST DEED

THIS INDEMNITY DEED, dated 23 September 1977, is made

1977 REC'D.

RICHARD ZBIEN and GLENDA ZBIEN, his wife

of the first part, herein called "Mortgagors", and

CHICAGO TITLE AND TRUST COMPANY

of the second part, herein called "Trustee", for the sum of EIGHT THOUSAND
(\$8,000.00) DOLLARS, unto the said Mortgagors, to be paid to them at the time of the delivery of title to the property described below, upon the payment in full of the principal amount and interest due thereon, and upon the payment of all costs and expenses of collection, including attorney's fees, if any, and upon the payment of all taxes, assessments, and other charges which may be levied against the property, and upon the payment of all amounts due under this instrument.

and delivered to the said Mortgagors at their home at 1111 North Hambleton, Chicago, Illinois, on the 23rd day of October, 1977, the sum of Ninety Seven dollars and seven cents (\$97.07), to be paid to the said Mortgagors on the 23rd day of each and every month thereafter and until paid in full, except that the last payment of principal and interest shall be paid in full on the 23rd day of November, 1987.

All such payments on account of principal and interest to be first applied to the unpaid principal balance and the remainder to principal, provided that the principal balance is fully paid when due, such interest at the rate of seven per cent per annum, and all said principal and interest being made payable at the banking house or trust company in Chicago, Illinois, as the holders of the account may from time to time, in writing, appoint, and in absence of such appointment, then at the office of FRANK BRAY

now and hereafter known as the "Banker".

NOW THEREFORE, the Mortgagors do severally and jointly promise to pay to the Trustee, principal and interest on the amount of principal and interest so paid, except that the last payment of principal and interest shall be paid in full on the 23rd day of November, 1987.

All such payments on account of principal and interest to be first applied to the unpaid principal balance and the remainder to principal, provided that the principal balance is fully paid when due, such interest at the rate of seven per cent per annum, and all said principal and interest being made payable at the banking house or trust company in Chicago, Illinois, as the holders of the account may from time to time, in writing, appoint, and in absence of such appointment, then at the office of Cook COUNTY, ILLINOIS, AND STATE OF ILLINOIS

town & Lot 1(except the South 1 foot thereof) in the R subdivision of Lots 10 to 30 both inclusive in the Resubdivision of the West $\frac{1}{2}$ of Mrs. Sarah J. Staley's Subdivision of Block 2 in Hambleton's Subdivision of the East $\frac{1}{2}$ of the North West $\frac{1}{2}$ of Section 35, Township 40 North, Range 13 E. of 3rd P.M., in Cook County, Illinois.*

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COOK COUNTY, ILLINOIS
23 SEPT 1977

which with the property heretofore described is referred to herein as the "Property".

TOGETHER with all improvements, tenements, easements, fixtures, apparatus, and personalty now and previously used for so long and during all such times as Mortgagors may be entitled thereto, which are pledged primarily and in a part, with the 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 single units or centrally controlled), and ventilation, including, without restricting the foregoing, air compressors, leaded glass, storm doors and windows, floor coverings, indoor beds, swings, stoves and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on 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 Trustees, their successors and assigns, forever, for the purposes and upon the terms and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which they have and benefit 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.

WITNESS the hand of Mortgagors the day and year first above written.

X Richard Zbien [Signature] [SEAL] X Glenda Zbien [Signature] [SEAL]

RICHARD ZBIEN

GLENDA ZBIEN

STATE OF ILLINOIS,

County of Cook

CAESAR C. KOENIG

Notary Public in and for Cook County, State of Illinois, DATED THIS 23RD DAY OF SEPTEMBER, 1977



who are personally known to me to be the same persons whose names are affixed to the foregoing instrument, appeared before me the day and person and acknowledged that they are the true and lawful signers of the foregoing instrument and 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 23rd day of September, 1977.

Caesar C. Koenig

Notary Public

CAESAR C. KOENIG

Attest: Caesar C. Koenig

DRAFTED BY: CAESAR C. KOENIG, Atty.

Chicago, Ill.

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

1. Mortgagors shall: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair without waste and free from mechanics' or other liens or claims for labor not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be accrued by a tax or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such taxes or charges to Trustee or to holders of the note so far as can be done within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, to make no material alterations in said premises except as required by law or municipal ordinance.

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 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 be subject 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 or windstorm under policies providing for payment by the insurance companies of monies 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 date of expiration.

4. In case of default thereon, 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 title or claim thereto, or redeem from any tax sale or foreclosure affecting said premises or constitute any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Trustee or the holders 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 rate of seven per cent per annum. Fraction of Trustee or holders of the note shall never be considered as a waiver of any right existing to them on account of any default under the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to fees or assessments may do so according to any bill statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereto.

6. Mortgagors shall pay each month of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed to the contrary, become due and payable at immediately in the case of default in making payment of any instalment of principal or interest or otherwise, or, when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof 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 holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs which may be estimated by items to be expended after entry of the decree, covering all such abstracts of title, title searches and examinations, title insurance 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 evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph 7, to the end shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding including probate and bankruptcy proceeding, to whom either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured or in preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or in preparation 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 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute unpaid indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, 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 bill of sale of 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 issue without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the title or value of the premises or whether the same shall be then occupied as a homeestead 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 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 usual in such case, for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may appoint the receiver to apply the net income in his hands in payment in whole or in part of the debt.

10. The indebtedness secured hereby, or by my 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, or the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the fact of or any provision herein set forth will be subject to any defense which would not be good and available to the party instituting same in an action at law upon the note hereby secured.

12. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Trustee has no duty to examine the title, location, existence or condition of the premises or to inquire into the validity of the signature or the authority or authority of the signatory on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power before given and 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 on that of the agents or employees of Trustee, and it may require indemnification on or before exercising any power herein given.

14. Trustee shall record this trust deed and the same shall be proper instrument of satisfaction evidence that all indebtedness 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, produce and exhibit to Trustee the 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, a successor trustee may accept the note herein described and note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or 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, it may accept as the 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.

15. 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 Registrar of 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 are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. 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 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. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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. <i>CHICAGO TITLE AND TRUST COMPANY</i> <i>Trustee</i> By <i>L. L. Lampert, C. S. D. T. L. A.</i> <i>Assistant Trust Officer</i> <i>Assistant Secretary</i> <i>Assistant Vice President</i>
<input type="checkbox"/> MAIL TO: <i>KOENIG & KOENIG</i> <i>2630 MILWAUKEE</i> <i>CHICAGO, ILLINOIS</i> <i>60647</i>		FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
<input type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER		

RECORDED DOCUMENT