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GEORGE E. COLE® LEGAL FORMS

FORM No. 206 September, 1975

1980 MOV 25 MI TO 53

TRUST DEED (Illinois) For use with Note Form 1448 (Monthly payments including interest)	1980			1.0
(Monthly payments including interest)			25680850	
•	NOV-25-80	3 7 4h8 Abolle Space	FackBORB FSUse Only— REC	10.15
THIS INDENTURE, made NOVEL HIS WIFE, AND WALTER PLUCIES	<u>NNIK AND WIESLAVI</u>	A PLUCIENNIK	BURNAT AND JOSEPHINE BURNherein referred to as "Mort	NAT,
herein referred to as "Trustee," witnesseth: termed "Installment Note," of even date her	That, Whereas Mortgagors	OE CHICAGO  are justly indebted to the gagors, made payable to	he legal holder of a principal prom Bearer	issory note,
and delivered, in and to which note Mortgage	or promise to pay the original	ocinal sum of		
TEN THOUSAND EIGHT HUNDRED NI	NETY-ONE AND 03/	LOO Dollars, ar		
on the balance of princip remaining from the to be payable in instal mer s as follows: The control of the payable in instal mer s as follows:	REE HUNDRED TWO	AND 52/100		Dollars
on the21st_ day ofe.ember, on the21st_ day of e.cl. ~_dry month				
sooner paid, shall be due on the? St_ da' by said note to be applied first to accruce 'n of said installments constituting principe', to per cent per annum, and all st. h' ay	y of <u>NOVEMBER</u> I unpaid interest on the un the extent not paid when	., 19 <u>83</u> ; all such payn npaid principal balance and n due, to bear interest aft	nents on account of the indebtedness d the remainder to principal; the port ter the date for payment thereof, at	s evidenced tion of each the rate of
TILL 60647 or at such other place in that the election of the legal holder thereof and we become at once due and payable, at the place of or interest in accordance with the terms thereof contained in this Trust Deed (in which event el parties thereto severally waive presentment for	e legal holder of the note notice, the principal ps /mer t aforesaid, in case of order to a default shall occurred in any be made at any	nay, from time to time, in sum remaining unpaid the default shall occur in the pa continue for three to time after the expiration	writing appoint, which note further precon, together with accrued interest the ayment, when due, of any installment days in the performance of any other of said there days without notice).	rovides that tereon, shall of principal
NOW THEREFORE, to secure the paymer limitations of the above mentioned note and comortagors to be performed, and also in confuortagors by these presents CONVEY and V and all of their estate, right, title and interest	ent of the said principal su of this Trus Deed, and the sideration of the sun of VARRANT unto the Frust	im of money and interest the performance of the cov One Dollar in hand paid tee, its or his successors a	t in accordance with the terms, provenants and appreciate berein contain	visions and ned, by the nowledged, leal Estate,
	COUNTY OF COR		AND STATE OF ILLINO	IS, to wit:
LOTS 14, 15, and 16, in	Block 7 in Johns	ton 3 Subdivision	of the East Half of th	е
South East Quarter of Sec Principal Meridian, in (	ction 6, Townshi	p 39 North Rang	ge 14, East of the Third	
Filmerpar Meridian, in	OUR COUNTY, IIII	mors.	MAIL	<b>.</b>
which, with the property hereinafter described, TOGETHER with all improvements, tene	is referred to herein as t ments, easements, and ap-	he "premises," purtenances thereto belong	ir g, and all rents, issues and profits t	hereof for
which, with the property hereinatter described, TOGETHER with all improvements, tene so fong and during all such times as Mortgagor said real estate and not secondarily), and all fi gas, water, light, power/ refrigeration and air stricting the foregoing), screens, window shades of the foregoing are declared and agreed to be all buildings and additions and all similar or or cessors or assigns shall be part of the mortgage.	s may be entitled thereto xtures, apparatus, equipm conditioning (whether sing single apparatus, appart of the mortgaged pr ther apparatus, equipment	(which rents, issues and prent or articles now or her gle units or centrally contid windows, floor covering remises whether physically or articles hereafter place	y esafte pledged primarily and on expreasite the control of thereon used to surrolled) and ventilation, including (we as, in a or beas, stoves and water he attached there to or not, and it is a din the premier by Morteagous or	shrity with pply heat, ithout re- aters. All greed that their suc-
TO HAVE AND TO HOLD the premises	unto the said Trustee its	or his suppersors and assis	ne forever for the summan and	_ 41
and trusts herein set forth, free from all rights said rights and benefits Mortgagors do hereby This Trust Deed consists of two pages. Th	expressly release and wait	VA		
This Trust Deed consists of two pages. The are incorporated berein by reference and hereby Mortgagors, their heirs, successors and assigns.			ere here set out in full and rail be b	Inding on
Witness the hands and seals of Mortgagors	mr. 100 f 6	,		
PLEASE PRINT OR TYPE NAME(S)	William Bus William Burnat	(Seal)	Josephine Burnat	(fr-3)
BELOW SIGNATURE(S)	IN Plucies	3 1.9.	Town Planice	7
1,500,7	WALTER PLUCTENNIK	(Seal) WW	WIESLAVIA PLUCIENNIK	A (S.ar
State of Illinois, County ofCOOK	SS.,		signed, a Notary Public in and for said Y that WILLIAM AND JOSEPH	
	ALTER PLUCIENNIK			TARE .
IMPRESS SEAL HERE		ne to be the same person going instrument, appeared		<del>U</del>
	edged that they si	gned, sealed and delivered, for the uses and purpose	the said instrument	- C-10
Given under my hand and official seal, this	lst	day ofNove	ember (	
Commission expires My Commission Expires March	29, 1983	·	usa Taling	ne Rublic
This instrument was prepared by GRACE P. MANABAT, 1965 N. MILWA	TIKEE AVE DOE	IL 60647	VIOL	
(NAME AND ADDRESS)	THE STATE OF THE S	ADDRESS OF PROP 1049-55 N. PA	ULINA	25
NAME MAIN BANK OF CHICA	<u>.co</u> <u></u>	CHICAGO, ILLI THE ABOVE ADDRI PURPOSES ONLY AN	NOIS 60622  CESS IS FOR STATISTICAL COLOR DE NOT A PART OF THIS EN LIAX BILLS TO:	68085
MAIL TO: ADDRESS 1965 NORTH MILWA	UKEE AVE.	TRUST DEED SEND SUBSEQUENT 1	FAX BILLS TO:	(S)
CITY AND CHICAGO, ILLINO	IS ZIP CODE 60647	WM. & JOS. BURN	NAT & WALTER &	Ö
OP RECORDERS OFFICE BOY NO		WIESLAVIA PLUCI	ENNIK E	

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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 on 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 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 exp. "es paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders or the otot to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which "tie b rein 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 eight per cent per annum. Inaction of Trustee or holders 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 Tri stee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to no it statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or it to the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgago's s..... ray tach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the hole exist he principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything is the raincipal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in each dult shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness herror 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 constant of a mortge of the note or constant of a mortge of the note or constant of a mortge of the note of the no
- 8. The proceeds of any foreclosure sale of the premises shall by distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including point items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indeal edges 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 Tru. t.D. d. the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after same, v.t.hout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the ther value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such. Let us Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in last of a sale and afficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further titles here Mortgagors, except for the full statutory such receiver, would be entitled to collect such rents, issues and profits, and all other powers which has be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the while t is 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 part of: 1.7. 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 sust into 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 to define the which would not the sale that the affective that the foreign which would not the sale that the first the sale to a sale to define the sale to the first which would not the sale that the first the sale that the first the sale to the sal
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall ce 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 secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times of access thereto shall be per-
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee or 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 omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnitis 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 and ence 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 principal note, representing that all indebt does hereby secured has been paid, which representation Trustee may accept as true without nquiry. Where a release is requested of a successor rustee may accept as the genuine note herein described any note which bears a certificate of identification purporting, so were executed by a prior trustee hereunder or which conforms in substance with the described needs not contained of the principal note and which never executed by a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note described any note which may be presented and which conforms in substance with the described herein, he may accept as the genuine 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 instrument 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, powers and
authority as are herein given Trustee, and any Trustee or successor is 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 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.

	The Installment Note mentioned in the within Trust Deed has been
IMPORTANT	
FOR THE PROTECTION OF BOTH THE BORROWER AND	identified herewith under Identification No.
LENDER, THE NOTE SECURED BY THIS TRUST DEED	
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE	
TRUST DEED IS FILED FOR RECORD.	Trustee

END OF RECORDED DOCUMENT