

25775628

Form 748 Rev. TRUST DEED

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This Indenture Witnesseth, That the grantor, S, LUCJAN ZAK and IRENE ZAK, his wife of 4551 South Richmond, Chicago, Illinois for and in consideration of the sum of

(\$ 10,000) Dollars, in hand paid, receipt of which is hereby acknowledged, convey and warrant to JOHN K. ZIGMOND AND ROSE ZIGMOND, trustee, 6105 Essex, Lisle, Illinois

the following described lands and premises situated in the County of Cook and State of Illinois to-wit:

Lot 63 in J.F. Triska's Subdivision of the West 22 Acres of the East 33 acres of the South 42 1/2 acres of the West 1/2 of the South West 1/4 of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

This Instrument Prepared By: JOHN B. PETRULIS ATTORNEY AT LAW 26 Kansas Frankfort IL 60423 Member of Will County Bar Assoc.

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together with all the improvements and fixtures now or hereafter to be placed thereon or attached thereto and all rents, issues and profits thereof, 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 a breach of any of the covenants or agreements herein contained, to have and to hold each, every and all of the same in fee simple, in trust nevertheless for the purpose of securing the performance of the covenants and agreements herein contained.

WHEREAS, the said LUCJAN ZAK and IRENE ZAK, his wife grantor, S herein justly indebted upon one principal promissory note bearing even date herewith, payable to the order of JOHN K. ZIGMOND and ROSE ZIGMOND, his wife, the principal sum of TWENTY THOUSAND (\$20,000.00) DOLLARS with interest thereon, until maturity hereof, at the rate of ten (10) per centum per annum, payable monthly on the 1st day of March, 1981, and monthly thereafter until paid. Both principal and interest are payable at 6105 Essex, Lisle, Du Page County, Illinois, or such other place in said city as the legal holder hereof may from time to time in writing appoint.

after the date thereof, with interest thereon until maturity at the rate of 10 per centum per annum, payable on the 1st day of March, 1981 and monthly thereafter which said installments of interest, until the maturity of said promissory note, are further evidenced by certain promissory notes bearing interest after maturity at the highest rate for which it is now in such case lawful to contract, and all of said principal and interest payments being payable in lawful money of the United States of America at 6105 Essex, Lisle, Illinois

NOW THEREFORE, in consideration of the premises, the grantor, S hereby covenant and agree to pay promptly said indebtedness on interest thereon as in said note provided, or according to any agreement or agreement extending or changing the time of payment thereof; to pay all taxes and assessments levied upon said premises prior to the time that penalty will attach in each year and deposit the receipts thereof with said Trustee; to permit or suffer no claim for lien for labor or materials furnished or to be furnished upon said premises to pend against the same, and no nuisance or waste to or upon said premises; to deposit immediately with said Trustee, for the holder of said note, and the purchaser of said premises at any foreclosure sale thereof, a merchantable abstract of title to said real estate showing the title thereof from the Government to and including the date of the record of this conveyance or warranty policy, to pay promptly at or before maturity thereof, all claims or demands that are or may become a lien, claim or cloud upon the title to said premises; to keep all buildings thereon in good repair and insured for the full insurable value thereof in companies to be approved by said Trustee against loss or damage by fire, lightning, tornadoes and wind storms until said indebtedness is fully paid with proper clauses maturing the same payable in case of loss to said Trustee, or in case of foreclosure to the owner of the certificate of sale, and deposit said policies with said Trustee, and in case of loss said Trustee (or in case of foreclosure the owner of the certificate of sale) is hereby authorized to adjust, compromise and collect in his discretion all loss and claim for loss under any and all of such policies, and said grantor, S hereby expressly covenant and agree to deliver to said Trustee, properly signed, all receipts, vouchers and releases which may be requested by said Trustee, or such insurance company, to be executed by an owner. In the event of the failure to insure or pay taxes or assessments, or to furnish such abstracts or warranty policy or to pay all such further claims as aforesaid, then the owner or holder of the note, or any of them, secured by this conveyance may at his option order and pay for all or any of the same and all money so paid the grantor, S hereby expressly agree to repay immediately without demand and the same with interest from such date of payment at 2 per cent per annum shall be an additional indebtedness secured hereby.

IT IS FURTHER COVENANTED AND AGREED BY SAID GRANTOR, S that, in case of a breach of any of the covenants or agreements herein contained, the whole of said indebtedness, including principal and interest up to the time of such breach, and any sums of money disbursed as aforesaid shall, at the option of the legal holder of said note, or of any of them at once, without notice, become due and payable with the same with interest thereon at 2 per cent per annum from the time of such breach shall be recoverable by suit at law or by foreclosure hereof or both in his option; as if said indebtedness had matured by lapse of time, and that upon such breach a receiver may be appointed and it shall be lawful for said Trustee or for said Receiver to enter into and upon and to take possession of said premises and to let the same and to collect and receive all rents, issues and profits thereof; and said grantor, S hereby assigns to said Trustee all the rents and profits thereof; and out of such rents and profits said Trustee or said Receiver shall pay first the costs of collection thereof and all attorneys' fees paid or incurred in obtaining such possession, the cost of keeping said premises in good repair and fully insured, all taxes and assessments against the same and then to apply the balance in his hands, in payment or reduction of the indebtedness secured thereby, or on account of any delinquency that may exist after sale in the foreclosure, and the grantor, S waives all right to the income from said premises pending such suit and until the period of redemption from any sale hereunder expires and agrees that said Receiver may be appointed as a matter of right upon the filing of a bill to foreclose, without regard to the adequacy of the security, the solvency of the grantor, S herein, or whether said premises are used as a homestead or not, and that whenever application is made for such relief under any provision of this deed, no bond shall be required of such applicant, and that the giving of any bond or security and notice of such application is hereby expressly waived.

IT IS FURTHER COVENANTED AND AGREED THAT SAID GRANTOR, S shall pay all costs and expenses said or incurred by said grantor, S or by the holder or holders of said note, including all reasonable attorneys' and solicitors' fees, appearance fees, all outlays for documentary evidence, taxed costs, stenographer's charges, cost of procuring or completing an abstract of title showing the title to said real estate down to and including the decree to be entered in any foreclosure suit or the cost of procuring a title guaranty policy in the name of the purchaser at any foreclosure sale to be had hereunder, in any suit in which the grantor, S or the holder or holders of the indebtedness secured hereby shall be plaintiff or defendant by reason of being a party to this trust deed or holder of said note, and that all such expenses shall be a lien upon the real estate aforesaid and shall be included in any decree ordering the sale of said premises and, in the above order shall be taken out of the proceeds of any such sale or sales thereof and the remainder thereof, if any, shall be paid to said grantor, S or assigns upon reasonable request therefor.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS ARE PERFORMED said premises shall be released to the party entitled to such release upon payment of reasonable charges therefor.

WITNESS the hand, S and seal, S of the grantor, S this 10th day of February, A. D. 1981

Lucjan Zak

[SEAL]

Irene Zak

[SEAL]

LUCJAN ZAK

[SEAL]

IRENE ZAK

[SEAL]

25775628

UNOFFICIAL COPY

Edward M. Lupa
5935 S. Pulaski
Chicago, IL
60629

STATE OF ILLINOIS
COUNTY OF WILL

MAIL TO

JOHN B. PETRULIS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

LUCJAN ZAK AND IRENE ZAK, HIS WIFE

personally known to me to be the same person 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.

Given under my hand and notarial seal this 10th day of FEBRUARY 1981, and I hereby further certify that upon this date I am duly commissioned and authorized by the laws of said State to take and administer oaths.

The signature of the notary is endorsed upon the margin of all notes recorded hereby for the purpose of identification.

John B. Petrulis

Edward M. Lupa



1981 FEB 17 PM 2 05

COOK COUNTY CLERK

RECORDER

FEB-17-81 406670 25775628 A - REC 10.15

10⁰⁰ MAIL
25775628
Cook County Clerk's Office

No. _____
TRUST DEED
LUCJAN ZAK and
IRENE ZAK, his wife
TO
JOHN K. ZIGMOND and
ROSE ZIGMOND, his wife
STATE OF _____ SS. No. _____
County _____
This instrument was filed for record in the Recorder's
Office of _____ County aforesaid, on the _____
day of _____ 19 _____
at _____ o'clock _____ M. and recorded in Book _____
of _____ on Page _____
RECORDED

Publication Legal Form & Printing Co., Rockford, Ill.

END OF RECORDED DOCUMENT