

696253

TRUST DEED

26987355

silver
RETURN TO
Transfer Desk



CTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 30, 1983, between Roko Stulac and Ana Stulac, his wife; Anna Stulac, a spinster; and Robert Stulac, a bachelor

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Two Hundred Eighty Thousand and no/100ths (\$280,000.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of Pay out on the balance of principal remaining from time to time unpaid at the rate of 13.75 per cent per annum in instalments (including principal and interest) as follows: (\$3,682.00)

Three Thousand Six Hundred Eighty-Two and no/100ths Dollars or more on the first day of 1984, and Three Thousand Six Hundred Eighty-Two and no/100 Dollars or more on the first day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of February, 1994. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 13.75 % per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The First Commercial Bank in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title, and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

(See Rider attached hereto and made a part hereof.)

LEGAL DESCRIPTIONS

Parcel A:

The North 12 1/2 feet of Lot 17 and all of Lots 18 and 19 and the South 12 1/2 feet of Lot 20 in Block 8 in Cairnduff's Addition to Edgewater in the East Half of the South West quarter of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel B:

Lot Twenty One (except that part thereof lying West of a line drawn through a point in the Northwest corner of Lot Nineteen (19) in Block Two (2) and through a point in the South line of Lot Twenty Two (22) of Block Two (2) Sixty (60) feet West of the East line of said Lot Twenty Two (2) -----

Lot Twenty Two (except that part thereof, lying West of a line drawn through a point in the Northwest corner of Lot Nineteen (19) in Block Two (2) and through a point in the South line of said Lot Twenty Two (22) Sixty (60) feet West of the East line of said Lot Twenty Two (2) -----(2)

In Block Two (2) in Fred W. Brummell and Company's Lincoln Bryn-Mawr Western Subdivision being a Subdivision of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 12 and that part Easterly of Lincoln Avenue of the West Half (1/2) of the East Half (1/2) of the Northeast Quarter (1/4) of said Section 12, (excepting therefrom that part thereof lying South of a line 200.0 feet North of the North line of Berwyn Avenue), all in Township 40 North, Range 13, East of the Third Principal Meridian, (except Streets and Alleys) according to the Plat of said Subdivision filed for record in the Recorder's Office of Cook County, Illinois, on the 12th of April, 1923, as Document Number 7879542 as corrected by Certificate filed for record in the Recorder's Office of Cook County, Illinois, on April 30, 1923, as Document Number 7905451.

ADDITIONAL PROVISIONS:

17. The Mortgagors shall maintain a tax and insurance escrow with the Note Holder with monthly deposits, in amounts determined from time to time by the Holder, sufficient to pay the real estate taxes and hazard insurance premiums as they become due. An initial deposit of the proper amount shall be payable at closing. The funds in escrow shall not bear interest.

18. This Trust Deed and the Note it secures are not assumable without the Holder's prior written consent; and any sale or other transfer of title without such consent could render the entire unpaid principal and accrued interest immediately payable, at the Note Holder's election.

26987355

UNOFFICIAL COPY

Property of Cook County Clerk

THIS INSTRUMENT WAS PREPARED BY

K.W. ZEDLICE

THE FIRST COMMERCIAL BANK
6945 N. CLARK ST., CHICAGO, ILL. 60630

26987355-0

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said 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), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in 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 Trustee, its successors and assigns, forever, for the purposes, and upon the uses and said rights and benefits 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 ^s and seal ^s of Mortgagors the day and year first above written.

Roko Stulac [SEAL] Ana Stulac [SEAL]
Ana Stulac [SEAL] Robert Stulac [SEAL]
ROKO STULAC ANA STULAC
ANNA STULAC ROBERT STULAC

STATE OF ILLINOIS, I, Susan M. Didier
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT ROKO STULAC and ANA STULAC, his wife; ANNA STULAC, a spinster; and ROBERT STULAC, a bachelor

who are personally known to me to be the same person ^s whose nam^s 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.

Given under my hand and Notarial Seal this 30th day of December 1983.

Susan M. Didier Notary Public

Box 333

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

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 lien or charge to the holders of the note; (d) complete within a reasonable time any building or buildings now or hereafter in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) 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 the 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 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 or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same loss or damage in all 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 or the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall renew all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver new policies not less than ten days prior to the respective dates of expiration.

4. Mortgagors in any form and manner deemed expedient, and may, but need not, make any payment or payment on any act hereinbefore made on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim or claim thereof, or redemption or any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, or any, otherwise the prematurity rate set forth therein. 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 Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured 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 thereof.

6. Mortgagors shall pay each item 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 this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) 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 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 as to items to be expended after entry of the decree) of procuring 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 bid at a sale which may be had pursuant to such decree to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations 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 secured 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 to foreclose 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 sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then 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 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 such receiver, whether there be redemption or not, as well as during any further times when Mortgagors, except for the 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 of the whole or in part of: (a) 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; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof 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 secured.

11. 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.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be 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 omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory 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, such successor trustee may accept as the genuine note herein described any 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 the makers thereof; and where the release is requested of the original trustee and it has never been placed its identification number on the note described herein, it may accept as the genuine 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.

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 resignation, inability or refusal to act of Trustee, the then Recorder 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.

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 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.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provision hereof or under any other act or service performed under any provision of the laws of the State of Illinois shall be applicable to this trust deed.

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12/3/60

Box 333

26987355

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. **696253**
CHICAGO TITLE AND TRUST COMPANY,
 By *Fashen Pader* Trustee,
 Assistant Secretary/Assistant Vice-President

RETURN TO Transfer Desk 00

MAIL TO: **THE FIRST COMMERCIAL BANK**
6945 N. CLARK ST.
CHICAGO, ILLINOIS 60626

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE
5515 N. LINCOLN ST., Chicago, Ill.
5515 N. Lincoln Ave., Chicago, ILL.

UNOFFICIAL COPY

FEB 29 12:15

FEB-29-84 8 7793-26987355 A - REC 12.00

12.00

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Property of Cook County Clerk's Office

RETURN
Transfer Desk

END OF RECORDED DOCUMENT