

TRUST DEED

1981 NOV 2 PM 1 04

26045325

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made October 23, 1981, between

Marianne J. Koncz, divorced and not since remarried

herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK

an Illinois corporation doing business in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described...

Dollars on the 10th day of December 1981 and Three hundred seven dollars and 25/100

Dollars on the 10th day of each and every 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 10th day of November 1984...

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 this 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 and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their state, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS.

Parcel 1: That part of Lots "C" and "D" (Taken as a tract in Elmore's Wildwood, being a subdivision of that part of the Northerly 80 acres of the Northeasterly half of Caldwell's Reservation, being a tract of land in Townships 40 and 41 North, Range 13, East of the Third Principal Meridian, which lies Westerly of the right of way of the Chicago, Milwaukee and St. Paul Railway Company described as follows: beginning at the most Westerly corner of said Lot "C" with the Southerly line of Tully Avenue; thence Easterly along that Northerly line of said Lots "C" and "D" to the most Northerly of and measured at right angles to the Southerly line of Northerly of and measured at right angles to the Southerly line of said Lot "C" to the Westerly line of said Lot "C" (being the Easterly line of said 16 foot alley Westerly and adjoining said Lot "C" to the point of beginning.

Parcel 2: The Easterly half of the Northwesterly and the Southeasterly 16 foot public alley lying Westerly of and adjoining the Northerly 126 feet 11 inches of the Westerly line of Lot "C" in Elmore's Wildwood aforesaid, in Cook County Illinois.

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 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 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 and seal of Mortgagors the day and year first above written.

Marianne J. Koncz [SEAL] [SEAL]

STATE OF ILLINOIS

I, the undersigned

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Marianne J. Koncz



who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her 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 23rd day of October A. D. 1981

Jane M. Johnson Notary Public

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 mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) 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 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 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 heretofore 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 interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or relief 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 expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys 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. In action 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, return or estimate procured from the appropriate public officer 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 claim thereon.

6. Mortgagors shall pay each term 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 instrument to the contrary, become due and payable at immediately in the case of default in making payment of any installment of principal or interest on the part of the Mortgagors or when default shall occur and continue for three (3) years 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 expenses of and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, costs for documents and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of preparing all such abstracts of title, title searches and examinations, guaranty policies, Torrens certificates, and similar data and expenses with respect to the sale. Trustee or holders of the note may deem it to be reasonably necessary to prosecute such suit to the extent to which the proceeds of the sale may be insufficient to satisfy such decree. The true condition of the title to or the value of the premises, all expenditures and expenses of the nature of the paragraph mentioned 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 (a) any proceeding, including probate and foreclosure proceedings, in which 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 (b) the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or for the 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 incurred in the foregoing proceedings, including all of the items as are mentioned in the preceding paragraph hereof; second, all other debts which are due to the holders of the note or to the secured indebtedness additional to that mentioned in the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon the filing of any bill to foreclose this trust deed, the court in which said bill is filed may appoint a receiver of said premises, and such appointment may be made either before or after sale, without notice to the mortgagors or an adversary of Mortgagors at the time of such appointment, 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. The 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 of a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors, next for the intervention of said receiver, shall be entitled to collect such rents, issues and profits, and to bring proceedings which may be necessary or expedient 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 part of the indebtedness secured hereby, or by any decree for the foreclosure of this trust deed, or any final special judgment or other lien which may be or become a lien on the note hereof or of such decree, judgment or such application made prior to foreclosure sale, or the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party who would be liable 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 to the premises, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute 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 and prompt 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 of the note, produce and submit to Trustee the note, together with all indebtedness hereby secured has been paid, which presentation to Trustee may proceed in due without inquiry. Where a release is requested of a successor in title, such successor trustee may accept as the showing hereof described any note which bears a certificate of identification of purporting to be executed by a prior trustee hereunder or which conforms in substance with the description hereon contained of the note or any part thereof to be released, and which has never been assigned or transferred to any third party, including a mortgagee, and which the release of the note hereof described and the 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. 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.

15. The Installment Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

Northwest Commerce Bank  
E STREET 19876 N. Higgins Road  
L CITY Rosemont, Illinois 60018  
D  
I  
V  
E  
R INSTRUCTIONS OR  
Y RECORDER'S OFFICE BOX NUMBER

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 1044-TD  
NORTHWEST COMMERCE BANK as Trustee.  
by [Signature] Vice President

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
7001 N. Tonty  
Chicago, Illinois 60646

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