

27250064

TRUST DEED NO. 101NW

This Indenture, WITNESSETH, That the Grantor EDMUND F. ZABLOCKI and SYLVIA L. ZABLOCKI, his wife

of the City of Chicago, County of Cook and State of Illinois for and in consideration of the sum of Sixty-six hundred and seven and 20/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee of the City of Chicago, County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Lot 4 (except the South 6.13 feet and the South 12.26 feet of Lot 3 in Block 4 in O'Deas Irving Park Addition to Chicago, a Subdivision of Blocks 5 and 6, also vacated Blocks 1 to 4 inclusive and vacated Street in Sowerbry's Subdivision of the South 30 acres of the East half of the South East quarter of Section 17, Township 40 North, Range 13, East of the Third Principal Meridian, commonly known as 4122 North Mango Avenue, Chicago, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor EDMUND F. ZABLOCKI and SYLVIA L. ZABLOCKI, his wife justly indebted upon their one principal promissory note, bearing even date herewith, payable REGAL CONSTRUCTION CO., I.C. and assigned to Northwest National Bank for the sum of Sixty-six hundred and seven and 20/100 dollars (\$6607.20), payable in 60 successive monthly installments each of 110.12 due on the note commencing on the 3rd day of Oct., 1984, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments as to said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached to the first Trustee or Mortgagee, and, in the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and all money so paid, the grantor... agree... to repay immediately without demand, and the same with interest at the rate of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms. It is Agreed by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereon... including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises and all foreclosure decrees... shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder... of said indebtedness, as such, may be a party, shall also be paid by the grantor... All such expenses and disbursements shall be an additional lien upon said premises, shall be foreclosed as a part and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be disturbed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said grantor... appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

In the Event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to perform the duties of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal... of the grantor... this 20th day of August, A. D. 1984. Edmund F. Zablocki (SEAL) Sylvia L. Zablocki (SEAL)

Property of Cook County, Illinois 27250064

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

State of Illinois }  
County of Cook } 5th

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I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that \_\_\_\_\_ EDMUND F. ZABLOCKI and  
\_\_\_\_\_ SYLVIA L. ZABLOCKI, his wife

\_\_\_\_\_ personally known to me to be the same person S. whose name S. \_\_\_\_\_ subscribed to the foregoing  
instrument, appeared before me this day in person, and acknowledged that E. he Y. 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.

Givent under my hand and Notarial Seal, this \_\_\_\_\_ 20th  
day of \_\_\_\_\_ August \_\_\_\_\_ A. D. 19. 84.

\_\_\_\_\_  
Notary Public.

Property of Cook County Clerk's Office

12 SEP 84 10: 21

10<sup>00</sup>

27250164

Box No. 246

**Trust Deed**

EDMUND ZABLOCKI and  
SYLVIA L. ZABLOCKI, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:  
L. J. La Motte

NORTHWEST NATIONAL BANK OF CHICAGO  
300 N. LAUREL AVE., CHICAGO, IL 60641  
312/777-7700

END OF RECORDED DOCUMENT