



TRUST DEED

35869819 3 1 1955

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 14, 1955 between ALFRED M. WOJCIK, Divorced and not remarried

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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Four Thousand

(\$4,000.00) and no/cents Dollars,

evidenced by one certain Installment 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 July 14, 1955 on the balance of principal remaining from time to time unpaid at the rate of one and one-half per cent per annum in installments (including principal and interest) as follows:

Twenty-eight (\$28.00) and no/cents Dollars or more on the 14th day of July 1955 and Eighty-eight (\$88.00) and no/cents Dollars or more on the 14th 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 14th day of July 1990. 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 installment unless paid when due shall bear interest at the rate of fifteen per annum and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing or point, and in absence of such appointment, then at the office of Donald W. Fraser, Jr., and Esther Fraser in said City.

NOTWITHSTANDING the Mortgagors to comply with the payment of the said principal sum of money and said interest in accordance with the terms, provisions and conditions 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 cash paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Elm Island COUNTY OF Cook AND STATE OF ILLINOIS to-wit:

The East 37 1/2 feet of Lot 12 in Block 3 in South Highlands, a Subdivision of the South half of the North East quarter of the South East quarter and the North half of Lots 1 and 2 in the Assessor's Division of the South East quarter of the South East quarter of Section 25, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY JAMES F. KIRK ATTORNEY AT LAW 17500 S. OAK PARK AVENUE WINNETKA PARK, ILLINOIS 60097

Permanent Index No.: 24-25-414-207

Commonly Known As: 2446 Collins, Blue Island, Illinois 60409 The provisions of the Installment note is herein incorporated by reference.

TOGETHER with all improvements, tenements, fixtures, and appurtenances thereto including and all rents, issues and profits thereon, 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 including (without restricting the foregoing) stoves, washers, shades, storm doors and windows, floor coverings, radiator bodies, awnings, porches and water heaters. All of the foregoing are declared to be a part of and real estate whether physically attached thereto or not, and it is intended that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors or their successors or assigns shall be construed as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, his 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. Alfred M. Wojcik (SEAL) Alfred M. Wojcik (SEAL)

STATE OF ILLINOIS, JAMES F. KIRK, Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ALFRED M. WOJCIK, Divorced and not remarried

Who is personally known to me to be the same person who herein subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed, signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of June 1955.

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

Mortgagee shall not promptly repair, re-roof or rebuild any buildings or improvements to or hereafter on the premises which may be damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from incumbrances or other liens...

Mortgagee 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 request, furnish to Trustee or to holders of the note duplicate receipts therefor...

Mortgagee 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 it 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 or to pay in full the indebtedness...

Mortgagee shall not pay or incur any taxes or assessments, or any other moneys, or perform any act hereinafter required of Mortgagee in any form and manner deemed expedient, and may, but need not, make any payment or perform any act hereinafter required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest...

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...

Mortgagee shall pay each item of indebtedness herein mentioned, by the principal and interest, when due according to the terms hereof, as the option of the holder of the note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall be considered as being due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note...

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the lien hereon in any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree to be made all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees...

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, and then all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided...

Trustee or the holder of the note may apply to the court in which such bill is filed to 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 Mortgagee at the time of application for such receiver and without regard to the ten value of the premises or whether the same shall be then accepted as a homestead or not...

Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the signatories in 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 agent or employees of Trustee, and it may recede indemnities satisfactory to it hereunder exercising any power herein given...

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...

Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds 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.

This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under it through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed this 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.

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 provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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. MAIL TO: James F. Kirk, Attorney at Law, Suite 202-17500 South Oak Park Avenue, Tinley Park, Illinois 60487. PLACE IN RECORDER'S OFFICE BOX NUMBER

Instrument No. 701818 CHICAGO TITLE AND TRUST COMPANY, Trustee. Joanna Kelly, Assistant Secretary/Assistant Vice President. FOR RECORDER'S INDEX PURPOSES INSURE STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 2449 Collins Blue Island, Illinois 60406

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Property of Cook County Clerk's Office

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