

UNOFFICIAL COPY



TRUST DEED

35069819 3 1 9
1982

ILLINOIS

CITY

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made

June 14,

in the year of One thousand nine hundred and ninety-five, 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 Instalment 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 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 July 14, 1955, on the balance of principal remaining from time to time unpaid at the rate of twelve percent per annum in installments (including principal and interest) as follows:

Ninety-eight (\$88.00) and no/cents ----- Dollars or more on the 14th day of July, 1982, and Eighty-Six (\$86) 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 unpaid principal of each instalment unless paid when due shall bear interest at the rate of fifteen percent 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 Donald V. Fraser, Jr., and Esther Fraser in said City.

NOTWITHSTANDING the Mortgagors to execute payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this note, 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 following receipt of real estate, right, title and interest therein, situated, lying and being in the village of Blue Island COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

The tract 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 Adendorff's Division of the South East quarter of the South East quarter of Section 25, Township 37 North, Range 12, West of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY

JAMES F. KIRK
ATTORNEY AT LAW
17500 S. OAK PARK AVENUE
INVERNESS PARK, ILLINOIS 60047

Permanent Index No.: 24-25-414-307

Commonly Known As: 2440 Collins, Blue Island, Illinois, ZIP CODE 60406
The provisions of the Instalment note is herein incorporated by reference.

which, with all property, fixtures and appurtenances thereto belonging, and all rents and profits therefrom, are held by the Mortgagors, and all improvements, tenements, fixtures and appurtenances thereto belonging, and all rents and profits therefrom, for so long and during all such times as Mortgagors may be entitled thereto, which are placed of property and on a par with said real estate and not secondary to and all apparatus, equipment or articles now or hereafter furnished or to be used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether in single units or centrally controlled, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, major beds, awnings, lawn and water features. 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 heretofore placed in the premises by the mortgagors or their successors in 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, in full 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.

[SEAL] [SEAL]
[SEAL] [SEAL]

STATE OF ILLINOIS, : SS. : Notary Public in and for residing in said County, in the State aforesaid, DO HEREBY CERTIFY
County of COOK : : THAT ALFRED M. WOJCIK, Divorced and not remarried

I, personally know to me to be the same person _____ whose name _____ is _____, subscriber to the foregoing instrument, do hereby before me this day in person and acknowledged that he _____ named, sealed and delivered the said instrument as his _____ true and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of June 1982.

UNOFFICIAL COPY

Page 2

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

1. Mortgagors shall, on prompt report, tear or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed, the latter said premises in good condition and repair, without waste, and free from encumbrances or other liens or charges of any kind whatsoever, and all expenses so incurred by the holder hereof, or may be a due and just indebtedness which may be secured by a lien or charge on the premises, or otherwise, to the lessor hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien, to Trustee or to holder hereof, (a) complete within reasonable time any building or building, new or at any time in process of erection upon said premises, or (b) comply with all requirements of law or municipal ordinances, such as may be imposed by law or municipal ordinance.

2. Mortgagors shall pay before any default attaches all general taxes, and shall pay special taxes, water charges, sewer or drain charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the note documents required therefor. To prevent default hereunder, Trustee 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 it done so insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance therewith, to the holder 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 copies of the same to the holders of the note.

4. In case of default hereunder, the holder of the note may, but need not, make any payment or perform any act hereinbefore contained in Mortgagors' note, and incurred additional expenses, and may, but need not, make full or partial payments of principal or interest, matured or unmatured, or any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim, hereof, or reduce the same to a sale or foreclosure affecting said premises or contest any tax or other lien. All money paid for any of the purposes herein above, or all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holder of the note to protect the mortgaged premises and the lessor 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 a rate equivalent to the post maturity rate set forth in the note bearing this trust deed, if any, otherwise the prematurity rate set forth therein. In action of Trustee or holder 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 his bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate as to the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim therefrom.

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 holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in the note or in this Trust Deed, become due and payable (a) immediately in the case of default in making payment of any installment 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 herein secured shall become due whether by acceleration or otherwise, holder of the note or Trustee shall have the right to foreclose the hereinabove in any suit to foreclose the lessor hereof, there shall be allowed and included as additional indebtedness in 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, costs for documentary and expert evidence, court reporter's charges, publication costs and costs (which may be estimated as to items to be computed after entry of the decree) of preparing all such abstracts of title, title searches and examinations, and recording policies, Torts, certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be necessary or to provide security for 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 the trust deed, less, otherwise the premium rates set forth thereon, when paid or incurred by Trustee or holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to 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) preparations for the commencement of any suit for the foreclosure hereof, after a trial 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 foreclosing 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 foreclosing proceeding, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute unpaid indebtedness additional to that evidenced by the note, with interest accrued as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, to whom rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose, and, if so ordered, 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, with or without notice, without regard to the solventy or insolventy of Mortgagors at the time of application for such receiver and without regard to the then fair value of the premises or whether the same shall be then assessed 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 redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are 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 in whole or in part of: (a) The real estate so secured hereby, or by any decree foreclosing this trust deed, or any tax or 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 foreclosing 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 intervening 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 granted 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 of 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 agent 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 lessor hereof 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 hereto described any note which bears an identification number pertaining 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 paid 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 Reg. Clerk 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 now given Trustees.

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 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.

IMPORTS 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.	Publication No. 701818 CHICAGO TITLE AND TRUST COMPANY, Trustee, S. <i>Janice R. Kish</i> , Assistant Secretary/Assistant Vice President
MAIL TO: James F. Kirk Attorney at Law Suite 202-17500 South Oak Park Avenue Skokie, Illinois 60077 <input checked="" type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER	FOR RECORDER'S INFORMATION STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2449 Collins Blue Island, Illinois 60406

45-169818

UNOFFICIAL COPY

6 6 0 6 9 3 1 9

FILE # 8-00024

DEPT-01 RECORDING \$12.25
TRN 1547 06/24/85 10:10:00
#6407 # B *-85-069819

85069819 56448819

Property of Cook County Clerk's Office