

UNOFFICIAL COPY

86312548



TRUST DEED

712695

ILLINOIS  
JUL 24 AM 10:13

86312548

11.00

CITC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 15 19 86, between

MITCHELL KOENIG and BERNICE KOENIG, his wife

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

SIXTY FIVE THOUSAND and NO/100----- (\$65,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BERNICE~~ ELIASZ GRODZKI and DONNA GRODZKI, his wife

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 1, 1986----- on the balance of principal remaining from time to time unpaid at the rate of --9.75%-- percent per annum in instalments (including principal and interest) as follows

Eight Hundred Fifty and no/100----- (\$850.00)----- Dollars or more on the 1st day of August 19 86 and Eight Hundred Fifty and no/100----- (\$850.00)----- 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 31st day of July, 1996 All such payments on account of the indebtedness evidenced by said note to be paid to the order of the Trustee, principal balance and the remainder to principal; for payment and interest after due date see insert below

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 Joseph J Gasior Attorney in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum and said interest in accordance with the terms, provisions and limitations of this trust deed and the covenants, conditions and assignments herein contained by the Mortgagors to be performed, and also in consideration of the sum of One Hundred and no/100 Dollars lawfully and lawfully expended by the Mortgagors to purchase and convey unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, being and being in the City of Chicago, Cook County, Ill. Lot 34 in Block 9 in A.T. McIntosh's 63rd Street Addition, a subdivision of the West 1/2 of the South East 1/4 of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Ill.

Address of Property:  
6119 S Tripp Ave Chgo, Ill  
60632

Property Index No.  
19-15-418-042-0000

THE INSTRUMENT WAS PREPARED BY  
JOSEPH J. GASIOR, Attorney  
4314 SOUTH POLINA AVE  
CHICAGO, ILLINOIS 60632

Initial  
MK  
BK

If all or any part of the property or any interest in it is sold or transferred, or if a beneficial interest in the property is sold or transferred and Borrower is not a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed, after which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may pursue any remedies permitted by this Security Instrument without further notice or demand on Borrower. In the event any other mortgage or loan is placed against this property other than the original mortgage, this mortgage shall become due and payable.

If the Note Holder has not received the full amount of any monthly payment by the end of ten calendar days after the date it is due, we will pay a late charge to the Note Holder in the amount of 5% of the full monthly payment.

TOGETHER with all improvements, tenements, attachments, fixtures, and appurtenances thereon, belonging to the mortgagors, and profits therefrom for so long and during all such times as Mortgage may be required thereon, which are pledged premises, with a portion with undivided estate and not secondarily, and all apparatus, equipment, and articles now or hereafter placed on, attached to, or in, the premises, including but not limited to, conditioning, water, light, power, refrigeration, whether single or multiple, air conditioning, and ventilation conditioning units, air conditioning (refrigerating), screens, window shades, storm doors and wind weatherstripping, and bed, lamp, table and chair, and other articles, 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 uses 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 s and seal s of Mortgagors the day and year first above written.  
Mitchell Koenig (SEAL) Bernice Koenig (SEAL)  
MITCHELL KOENIG BERNICE KOENIG

STATE OF ILLINOIS }  
County of Cook } SS }  
I, VIRGINIA KRZUS, a Notary Public in and for and residing in said County, in the State aforesaid DO HEREBY CERTIFY THAT MITCHELL KOENIG and BERNICE KOENIG, his wife

who are personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have 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 15th day of July 19 86

Virginia Krzus Notary Public

Jul 24 1986 70-67-51743

86312548

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PROPOSES  
INSERT STREET ADDRESS OR ABOVE  
DESCRIBED PROPERTY HERE

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

CHICAGO TITLE AND TRUST COMPANY  
By: *Robert Wilson*  
Assistant Secretary, Assistant Vice President

Identification No. 712595

MAIL TO: *George S. Galtior*  
4814 S. Pulaski  
Chicago, Ill. 60632

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without water, and free from mechanical 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 prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance 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. Mortgages shall pay before any penalty attached 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All in companies insuring 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 thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or 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 interest from any tax sale or forfeiture affecting said premises or content any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid in or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning this trust deed, and payable without notice and with interest thereon at a rate equal to the post mortuary rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth herein. 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 Mortgages.

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 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 or claim thereon.

6. Mortgages 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any lien in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in performance of any act or agreement of the Mortgages 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 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, and expenses for documentary and other taxes, publication costs and costs (including title insurance policies, forsooth, and other costs) of the decree of foreclosing all such interests of title, title searches and examinations, condition of the title to 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 without notice and with interest thereon at a rate equal to the post mortuary rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth herein. 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 Mortgages.

8. The Trustee or the holders of the note 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 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, and expenses for documentary and other taxes, publication costs and costs (including title insurance policies, forsooth, and other costs) of the decree of foreclosing all such interests of title, title searches and examinations, condition of the title to 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 without notice and with interest thereon at a rate equal to the post mortuary rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth herein. 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 Mortgages.

9. Upon or at any time after the thing of a bill of foreclosure, the court in which such bill is filed may appoint a receiver of said premises, or of any part thereof, or of the thing of the premises or of the thing of the premises, and may order the receiver 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 of not less than the full amount of the principal and interest due on the full amount of such receiver would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, position, management and operation of the premises during the whole or in part of (a) the period 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 indebtedness secured hereby, or by any decree foreclosing this trust deed, or of any (b) special assessment or other lien which may be or become a lien on the premises, or by any decree foreclosing this trust deed, provided such application is made prior to the expiration of the period of a sale and a deficiency. 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.

10. Trustee or the holder of the note shall have the right to inspect the premises, at all reasonable times and access thereto shall be permitted for that purpose.

11. 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 parties, 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 against itself to it before exercising any power herein given.

12. Trustee shall release this trust deed and the lien thereon 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 in conformity with 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 designated any note which bears an identification number, and which purports to be placed thereon by a prior trustee hereunder or which conforms with the description herein contained of the original note, and which may be placed thereon by the person herein designated as the makers thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein designated 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.

13. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this trust deed has been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar 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.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used hereon shall include all such persons and all persons liable for the payment of the note or of 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 "note" when more than one note is used.

15. 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 filed. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed in effect when the 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.

86312548