

TRUST DEED  
SIMPLE INTEREST  
FIXED RATE  
INSTALLMENT

UNOFFICIAL COPY

89363727

89363727

THIS INDENTURE made July 28, 19 89

between Mary Holubowicz, a widow & Michael

Holubowicz, a bachelor

4418 S. Komensky, Chicago, IL 60632

herein referred to as "Mortgagor", and

MIDLOTHIAN STATE BANK, an Illinois banking

Corporation, with its principal office at

3737 W. 147th St. Midlothian, Illinois 60445

DEPT-01 014.00  
T05555 TRAN 9084 08/08/89 11:36:00  
06004 E \*-89-363727  
COOK COUNTY RECORDER

(The above space for recorder's use only)

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Mortgagor, being justly indebted to Trustee, has concurrently herewith executed and delivered a certain Note bearing even date herewith in the Principal sum of Sixty-three thousand three hundred sixty and 00/100 Dollars, made payable to the order of Midlothian State Bank, and by which said Note the Mortgagor promises to pay said principal sum together with interest on the balance of principal remaining from time to time unpaid at the rate of 11.50 percent per annum from July 28, 19 89 until maturity, payable in 179 installments of 740.16 each and a final installment of 740.16 beginning on August 28, 19 89 and continuing on the same day of each successive month thereafter until fully paid. All of said payments being made payable to Midlothian State Bank, 3737 W. 147th St., Midlothian, Illinois, or at such other place as the legal holder of said Note may, from time to time, in writing appoint

ALL OF THE TERMS AND PROVISIONS OF SAID NOTE ARE INCORPORATED  
HEREIN BY REFERENCE AND ARE EXPRESSLY MADE A PART HEREOF

This Trust Deed consists of four pages. The covenants, conditions and provisions appearing on the following pages are incorporated herein by reference and are made a part hereof and shall be binding on Mortgagor, his heirs, successors and assigns.

NOW THEREFORE, the Mortgagor to secure the payment of said sum in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all his estate, right, title and interest therein, whether such estate, right, title and interest is acquired before or after execution of this Trust Deed, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to wit

The South 28 feet of the North 56 feet of the South 83 feet of Lot 20 in F. H. Bartlett's 47th St. Subdivision of Lot C in Circuit Court Partition of the South 1/4 of Section 3, and that part of the Northwest 1/4 lying South of Illinois and Michigan Canal of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.#: 19-03-409-025

Commonly known as: 4418 S. Komensky, Chicago, IL

which, with the property hereinafter described, is referred to herein as the "premises"

89363727

89363727

# UNOFFICIAL COPY

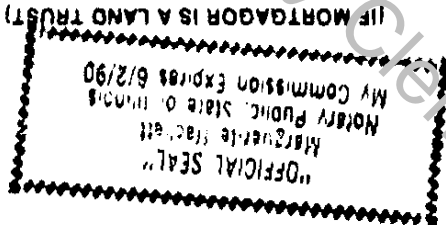


IMPORTANT... THE NOTE MENTIONED IN THE WITHIN TRUST DEED HAS BEEN IDENTIFIED HEREWITH UNDER IDENTIFICATION NO. 895800-60

Mail this instrument to: Midlothian State Bank 3737 W. 147th St., Midlothian, Illinois 60445  
Commission Expires Notary Public Rhonda Davis  
This instrument was prepared by: Rhonda Davis  
Midlothian State Bank 3737 W. 147th St., Midlothian, Illinois 60445

Given under my hand and official seal, this day of 1989  
State of Illinois, County of Cook, in the State aforesaid, DO HEREBY CERTIFY, that I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that persons whose names are subscribed to the foregoing instrument as such and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid for the uses and purposes therein set forth, and the said that he/she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

BY: AS AFORESAID AND NOT PERSONALLY AS TRUSTEE  
IN WITNESS WHEREOF, caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its on the day and year first above written.



Given under my hand and official seal, this 28th day of July 1989  
Commission expires

State of Illinois, County of Cook, I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Mary Holudowicz, a widow & Michael Holudowicz, a bachelor, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they 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.

Mary Holudowicz (Seal) Michael Holudowicz (Seal)  
(Type name below signatures)

IN WITNESS WHEREOF, the Mortgagor has executed this Trust Deed on the day and year first above written.  
(IF MORTGAGOR IS AN INDIVIDUAL)

69263772

7) When the indebtedness hereby secured shall become due whether by the terms of the Note herein described or by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien 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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary 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) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificate, and similar data and assurances with respect to title as Trustee or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, 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 the rate of nine percent per annum, when paid or incurred by Trustee or holders of the Note in connection with (a) any action, suit or proceeding, including but not limited to 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 accrual 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) Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal Note, and without notice to the Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal Note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

9) The Trustee or the holder 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 or into the validity of any tax, assessment, rate, forfeiture, tax lien or title or claim interest.

10) The Trustee or the holder of the Note shall not be liable for any default hereunder on the part of the Mortgagor. Without notice and with interest thereon at the rate provided for in the note, 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 the Mortgagor. Action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable upon the occurrence of the event provided for in the note, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, 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, including reasonable attorney's fees, and any other moneys advanced by Trustee or the holders of the Note for or incurred in connection therewith, including reasonable attorney's fees, and all sale or forfeiture of premises or contents or any tax or assessment. All moneys paid for any of the purposes herein authorized and all encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim interest, or redeem from any tax or mortgage in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior or subsequent mortgages, but need not, make any payment or perform any act hereunder required in case of default therein. Trustee or the holder of the Note may, but need not, make any payment or perform any act hereunder required in case of default therein, Trustee or the holder of the Note may, but need not, make full or partial payments of principal or interest on prior or subsequent mortgages, but need not, make any payment or perform any act hereunder required in case of default therein.

11) Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing the same or to pay in full the indebtedness secured hereon, 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 30 days prior to the respective dates of expiration.

12) Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the Note the original or duplicate receipts therefor. In event default hereunder Mortgagor may desire to contest any tax or assessment which Mortgagor may desire to contest.

13) Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the Note the original or duplicate receipts therefor. In event default hereunder Mortgagor may desire to contest any tax or assessment which Mortgagor may desire to contest.

14) Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the Note the original or duplicate receipts therefor. In event default hereunder Mortgagor may desire to contest any tax or assessment which Mortgagor may desire to contest.

15) Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the Note the original or duplicate receipts therefor. In event default hereunder Mortgagor may desire to contest any tax or assessment which Mortgagor may desire to contest.

16) Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the Note the original or duplicate receipts therefor. In event default hereunder Mortgagor may desire to contest any tax or assessment which Mortgagor may desire to contest.

2025 RELEASE UNDER E.O. 14176

# UNOFFICIAL COPY

- 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any surplus to Mortgagor, his heirs, legal representatives or assigns as their rights may appear.
- 9) Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may 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 Mortgagor at the time of application 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. Such receiver shall have the 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 for redemption, whether there be redemption or not, as well as during any further times when Mortgagor, 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: (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, 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 foreclosure sale, (2) the deficiency in case of a sale and deficiency.
- 10) No action for the enforcement of the lien of this Trust Deed 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.
- 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, location, existence, or condition of the premises, 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13) 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 hereof, produce and exhibit to Trustee the principal 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 described any Note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal 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 he has never executed a certificate on any instrument identifying same as the principal Note described herein, he may accept as the genuine principal Note herein contained of the principal Note an 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 Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, \_\_\_\_\_ shall be first Successor in Trust and in the event of his or her death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 15) If all or any part of the premises, or any interest therein, is sold or transferred by the Mortgagor, or by any person or persons claiming an interest in the premises by, through or under the Mortgagor, including an assignment of beneficial interest or a sale by Articles of Agreement for Deed, the Trustee may, at its option, declare all the amounts secured by this Trust Deed to be immediately due and payable.
- 16) Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.
- 17) This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons have executed the Note or this Trust Deed, in the event this Trust Deed is executed by more than one person, then the word "Mortgagor" shall include and mean all of such persons, and all of the covenants and undertakings contained herein shall be the joint and several obligations of such persons and each of them. The use of any gender shall be applicable to all genders. The word "Note" when used in this instrument shall be construed to mean "Notes" when more than one Note is used.
- 18) TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS TRUST DEED ON ITS OWN BEHALF AND ON BEHALF OF THE TRUST ESTATE, ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS TRUST DEED.
- 19) If this Trust Deed is executed by a Trust, \_\_\_\_\_ executes this Trust Deed, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are intended, not as personal covenants, undertakings and agreements of the undersigned, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by \_\_\_\_\_ as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, \_\_\_\_\_ its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal Note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the holder or holders of said principal Note hereof, and by all persons claiming by or through or under the holder or holders, owner or owners of such Note, and by every person now or hereafter claiming any right or security hereunder, except that this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser, or guarantor of said Note.

69363729