

This Indenture Witnesseth, That the Grantor

JUSTINE KOPERNIK, a widow and not remarried

of the County of Cook and State of Illinois for and in consideration of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations in hand paid, Conveys and Warrant unto SOUTH CHICAGO SAVINGS BANK, a corporation of Illinois, as trustee under the provisions of a trust agreement dated the 17th day of March 19 86, known as Trust Number 11-2401 the following described real estate in the County of Cook and State of Illinois, to wit:

Lot 15 and the North 10 feet of Lot 16, Block 2 in Lloyd's and others subdivision of the Southeast Quarter of the Northwest Quarter of Section 17, Township 37 North, Range 15, East of the Third Principal Meridian.

Permanent Index No. 26 17 122 054

(New) GSE

Property is commonly known as 10836 Avenue G, Chicago, Illinois.

Exempt under provisions of Paragraph R, Section 4, of the Real Estate Transfer Tax Act, March 31, 1986

Exempt under provisions of Paragraph R, Section 200.1-2B6 or under provisions of Paragraph B, Section 200.1-1 of the Chicago Transaction Tax Ordinance, March 31, 1986

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 199 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at anytime or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises, or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement, or in some amendment thereof and binding upon all beneficiaries thereunder, and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other dispositions of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this 17th day of March 19 86

Justine Kopernik SEAL SEAL SEAL

Buyer, Seller or Representative

Buyer/Seller Representative

Handwritten initials and numbers

DEED IN TRUST

3505102

WARRANTY DEED

Age of Grantee _____

Address JUSTINE KOPERNIK

Husband 3505102

Wife _____

Signature _____

South Chicago Savings Bank
Trustee

Sig Card _____

Sanchez

South Chicago Savings Bank

2959 East 92nd Street
Chicago, Illinois 60617

Property of Cook County Clerk's Office

STATE OF ILLINOIS }
COUNTY OF COOK }
SS.

I, MARINA KAYCENAS, a Notary Public in and for and residing in said County, in the State aforesaid, do
 HEREBY CERTIFY THAT JUSTINE KOPERNIK, a widow and not
remarried
 who is personally known to me to be the same person whose name is
 subscribed to the foregoing Instrument, appeared before me this day in person and
 acknowledged that she signed, sealed and delivered the said Instrument as
 her free and voluntary act, for the uses and purposes therein set forth,
 including the release and waiver of the right of homestead.
 Given under my hand and Notarial Seal this 19TH day of MAY
1974 A.D., 19 86

[Signature]
 Notary Public

My Commission Expires 5-22-88

UNOFFICIAL COPY

UNOFFICIAL COPY

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Name of Assigned Judge	JUDGE MORAN	Sitting Judge if Other Than Assigned Judge	
Case Number	85 C 8047	Date	January 16, 1986
Case Title	Lincoln Service Corporation - Mark S. Zajac, et al.		

MOTION: (In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3d-party plaintiff, and (b) state briefly the nature of the motion being presented.)

Plaintiff's Motion for: Decree of Foreclosure & Sale Order of Default Order Appointing Special Commissioner	FISHER AND FISHER
Sent Notice to: John J. Klich & Joseph E. Sanders	JAN 28 1985

DOCKET ENTRY: (The balance of this form is reserved for notations by court staff.)

(1) Judgment is entered as follows: (2) [Other docket entry:]

Enter Decree of Foreclosure and Sale. Enter Order of Default. Enter Order Appointing Special Commissioner. Status hearing set for February 7, 1986 at 9:45 a.m. is stricken.

(3) Filed motion of {use listing in "MOTION" box above}

(4) Brief in support of motion due _____

(5) Answer brief to motion due _____ Reply to answer brief due _____

(6) Hearing Ruling on _____ set for _____ at _____

(7) Status hearing held continued to set for reset for _____ at _____

(8) Pretrial conference held continued to set for reset for _____ at _____

(9) Trial set for re-set for _____ at _____

(10) Bench trial Jury trial Hearing held and continued to _____ at _____

(11) This case is dismissed without with prejudice and without costs by agreement pursuant to FRCP 4(j) (failure to serve) General Rule 21 (want of prosecution) FRCP 41(a)(1) FRCP 41(a)(2)

(12) [For further detail see order on the reverse of order attached to the original minute order form.]

<input checked="" type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail CIV-51 form.	courtroom deputy's initials <i>WAA</i>	Date/time received in central Clerk's Office	Number of notices	Document # 10
			date typed envelope	
		date docketed		
		date mid. notices		
		mailing dpty. initials		

3501748

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

3504748

DOCKETED
JAN 17 1986

Lincoln Service Corporation

Plaintiff,

-vs-

Case No.

85 C 8047
Judge Moran

Mark S. Zajac & Mary A. Zajac, and
Harry Yourell, Registrar of Titles

Defendants.

3504748

JUDGMENT OF FORECLOSURE AND SALE

This cause having been duly heard by this Court upon the record herein, the Court FINDS:

1. It has jurisdiction of the parties hereto and the subject matter hereof.
2. That all the material allegations contained in said Complaint are true and proven.
3. The date when the last of the owners of the equity of redemption were served with summons or by publication was 9/23/85
4. That by virtue of the mortgage and the evidence of the indebtedness secured thereby, there is due from the mortgagors to the Plaintiff and the Plaintiff has a valid lien upon the hereinafter described property, as follows:

Unpaid principal	\$46,426.93
Accrued interest on unpaid principal	2,553.48
Advances by Plaintiff	0
Costs of Suit	380.00
Plaintiff's Attorneys' Fees	350.00
	\$49,710.41

TOTAL DECREE INDEBTEDNESS

5. The rights and interest of all the other parties to his cause to the property hereinafter described, are inferior and subordinate to the lien of the Plaintiff.

10

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

6. The mortgage described in the Complaint and hereby foreclosed appears of record in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. LR3292861 and the subject property is legally described as follows:

Lot 396 in J. E. Merrion & Co's Hometown Unit Number 1, a Subdivision of that part of the Northeast 1/4 of Section 3, lying Southeasterly of and adjoining the 66 foot right of way of the Wabash Railroad, in Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
c/k/a 8836 S. Main Street
Hometown, IL
ID #24-03-202-008 *ML*

IT IS THEREFORE ADJUDGED AND DECREED BY THIS COURT as follows:

1. SALE OF THE PREMISES: The premises hereinabove described, covered by the security foreclosed in this action, shall be sold at public venue at the County seat of the County wherein the subject premises are located by a Special Commissioner of this Court. The Commissioner shall give public notice of the time, place and terms of such sale by publishing the same at least once in each week for four (4) successive weeks in some secular newspaper of general circulation published in said County. The Plaintiff or any of the parties to this cause, may become the purchasers at such sale, and the Commissioner may adjourn or continue the sale so advertised without further publication.

2. CERTIFICATE OF SALE: Upon the sale being made, the Commissioner shall execute and deliver to the purchaser a Certificate of Sale evidencing such purchase and describing the premises purchased and the amount paid therefor, and the time when such purchaser will be entitled to a Deed to said premises if the premises are not redeemed according to law. Within ten (10) days from the date of sale, the Commissioner shall file a duplicate of such Certificate of Sale in the Office of the Recorder of Deeds of said County.

3504748

Clerk's Office

UNOFFICIAL COPY

3. PROCEEDS AND REPORT OF SALE: Out of the proceeds of the sale, the Commissioner shall retain his fees and costs. Out of the remainder of such proceeds, the Commissioner shall pay the amount by this Decree found to be due to the Plaintiff with interest on said sum, less the listed Plaintiff's attorneys' fees, at the rate of Nine (9%) percent per annum from the date of this Decree to the date of sale. If the Plaintiff is the successful bidder, he shall not pay money to the Special Commissioner (other than for the Commissioner's costs and fees) but shall receive satisfaction of the Total Decree Indebtedness herein found due (with interest) to the extent covered by the remainder of the Sale proceeds. If the remainder of the proceeds shall not be sufficient to pay the above described amounts and interest the Commissioner shall then specify the amount of the deficiency in his Report of Sale. If such remainder shall be more than sufficient to pay such amounts and interest, the Commissioner shall hold the surplus subject to the further order of this Court.

4. PERIOD OF REDEMPTION: Upon the expiration of six (6) months from the date of sale, if the premises so sold shall not have been redeemed according to law, the defendants and all persons claiming under them shall be forever barred and foreclosed from all right equity of redemption, or claim of any kind to the premises or any part thereof.

5. COMMISSIONER'S DEED: If the premises are not redeemed as described above, the Commissioner shall execute and deliver to the legal holder of the Certificate of Sale a good and sufficient deed of conveyance of the premises. The grantee in such deed shall then be let into possession of the premises.

6. POSSESSION OF PREMISES: Any of the parties to this cause who shall be in possession of the premises (or any portion thereof) or any person who may have come into such possession since the commencement date of the suit, shall, upon the production of the Commissioner's deed of conveyance, (or a photostatic copy thereof) surrender possession of the premises to said grantee; in default of so doing, a Writ of Assistance, shall then issue.

7. JURISDICTION: The Court hereby retains jurisdiction of the subject matter of this cause and of all the parties hereto for the purpose of enforcing this Decree.

DATED:

1/16/86

ENTER:

Jenna B. Moran
JUDGE

FISHER AND FISHER
ATTORNEYS FOR PLAINTIFF
30 N. LaSalle St.
Chicago, IL 60602
372-4784

3501748

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCK...J

DEC 17 1986

Lincoln Service Corporation

Plaintiff,

v.

Mark S. Zajac, et. al.

Defendants.

Case No.

85 C 8047
Judge Moran

3504748

ORDER OF DEFAULT

On motion of FARRY M. FISHER, Attorney for the Plaintiff, the requisite affidavit having been filed, and due notice of the pendency of this suit having been given to the defendants, Mark S. Zajac & Mary A. Zajac

either by personal service of Summons or by Publication and mailing, which notice in manner and content was in all respects as required by law, and pursuant to Order of Court heretofore entered and

Said defendants having failed to plead or otherwise defend pursuant to said Order of Court, and pursuant to said notice.

IT IS ORDERED that by this Court that the Complaint herein be taken as confessed against the said defendants, and each of them.

DATED: 1/16/86

ENTERED James B. Moran
JUDGE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 3 2 0 1 2 4 8

Property of Cook County Clerk's Office

UNOFFICIAL COPY

✓
1377372
MFD
MCS

350474R
350474R

REGISTRAR OF TITLES
APR 10 21 PM '86
350474R

Submitted by	_____
Address	1377372
Promises	2760-1-187
Delivery	_____
_____	72-39-85
Date	4-1-86
_____	(A. Burgess)

Deed _____
Address _____
Notary _____

J. Burgess

FISHER AND FISHER
ATTORNEYS AT LAW
P. O. BOX 102

Property of Cook County Clerk's Office