UNOFFICIAL COPY

21 784 974

NBA 7

This Indenture. Made

January 20,

19 72 , between

MICHAEL L. RONGO and E. SELENA RONGO, individually and as husband and wife,

871

Ó

herein referred to as "Mortgagors," and

National Bank of Austin, Chicago, Illinois,

h rein referred to as TRUSTEE, witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment No. e h reinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Practal Sum of

TWENTY THOUSAND AND NO/100 (\$20,000.00)

Dollars.

evidencea to o e certain Instalment Note of the Mortgagors of even date herewith, made payable to

BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest

from date hereo on the balance of principal remaining from time to time unpaid at the rate

of 6-3/4 per cent per ar .m in instalments as follows: One Hundred Thirty-Eight & 19/100 (\$138.19)
Dollars on the 15th day of March, 19 72, and One Hundred Thirty-Eight & 19/100

(\$138.19) Dollars on the 15th day of each mor

thereafter until said ote is fully paid except that the final payment of principal and in-

terest, if not sooner paid, shall be due on th: 15th day of February. 19 97. All such payments on account of the indebtedness evidenced by said of the best applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of seven per cent per armin. 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 vriting appoint, and in absence of such appoint-

ment, then at the office of NATIONAL BANK OF AUST N.

in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said-interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be 7.10 med, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby ack lowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the 'ollowir's described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Elmwood Park,

County of Cook, and State of Illinois, to wit:

Lot 19 in "Country Club Woodlands, Inc.", a Subdivision of the West Half of the North 8 Acres of the West Half of the Southwest Quarter of Section 36, Township 40 North. Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

700

ГС

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

White World And the Control of the C

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof 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 used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor cover-

ings, inador beds, awnings, stoves and water heaters. 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 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.

. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 'ischarge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or now or at any time in process of erection upon said premises; (5) comply with all requir ments of law or municipal ordinances with respect to the premises and the use thereof; (6) make no may tal alterations in said premises except as required by law or municipal ordinance.
- 2 M rtgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessment, 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 here note Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors chalkep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficent either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secure, hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of oss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the straight mortgage clause to be attached to each policy, and shall deliver all policies, including additional and rent wal 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 therein, Trustee or the nolders of the note may, but need not, make any payment or perform any act hereinbefore required of Moragors 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 of error prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or control any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or any traced in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the hoders 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, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest there of at the rate of seven per cent per annum. 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 Mortgagors.
- 5. The Trustee or the holders of the note hereby secured making any paymer, hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prograd from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate r into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interet, when due according to the terms hereof. At the option of the holders of the note, and without otice o Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the nor or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default ir making payment of any instalment 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 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 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, out-lays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, 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. 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 seven per cent per annum, when had or incurred by Trustee or holders 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 accrual of such right to foreclose whether or not actually

The Art Street of Street and Street of Street

21 784 974

VOFFICIAL C

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.

- 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 the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, 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, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application or such receiver and without regard to the then value of the premises or whether the same shall be then oc upied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver saell 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 the etreemption or not, as well as during any further times when Mortgagors, except for the intervention of sich receiver, would be entitled to collect such rents, issues and profits, and all other powers which may here essary or are usual in such cases for the protection, possession, control, management and operation of the profits extended the whole of said period. The Court from time to time may authorize the receiver to apply the extended to the profits of t apply the et acome in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree for eclosing 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 or of any provision hereof shall be subject to any defense which would not be good and railed all to the party interposing same in an action at law upon the note hereby
- 11. Trustee or the holde s of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be provided for that purpose.
- Trustee has no duty to ex the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this t ust de d or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable in any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the gents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herei give 1.
- 13. Trustee shall release this trust deed and the line 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 execute and deliver a release nereor to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, tept senting that all indebtedness hereby secured has been paid, which representation Trustee may accept as the position inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the position note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereinder or which conforms in substance with the description herein contained of the note herein described as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described here. trustee and it has never executed a certificate on any instrument identifyin; same as the note described herein, it may accept as the genuine note herein described any note which may be preserted and which conforms in substance with the description herein contained of the note and which purports the executed by the persons herein designated as makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Reco 'or or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignat on, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which premises are sit used shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers are authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation at acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors an all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall in-

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, wheth r or not such persons shall have executed the note or this Trust Deed.

RIGHT IS RESERVED to make additional payments of principal on the Note secured by this Trust Deed on any monthly payment date without notice or payment of a penalty.

In order to secure the payment of general taxes, when due, the undersigned also promis to deposit with the legal holder of the Note secured by this Trust Deed on the 15th day of each month an amount equal to one-twelfth of the certificated annual taxes on the within described real estate, said legal holder of said Note to instalments and hold ther for the sole purpose of paying said taxes. No interest shall be allowed to the Mortgagors on account of any deposit or deposits made hereunder, and said deposits need not be kept separate and apart.

Witness the hand.S. and seal.S. of Mortgagors th	e day and year first above written.
Muful Llow (Scal)	E. Seleva Rango (Scal)
Michael L. Rongo	E. Selena Rongo (Seal)
(Seal)	(Seat)

NOFFICIAL COF

COOK COUNTY, ILLINOIS FILED FOR RECORD

JAN 24 '72 12 26 PH

21784974

STATE OF ILLINOIS. COOK County of

> a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL L. RONGO and E. SELENA RONGO, individually and as husband and wife,

who ...are. personally known to me to be the same persons... whose names... subscribed to the foregoing Instrument, appeared before me this day in person and signed, sealed and delivered the said Instrument as ... 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 ..

day ofJanuary



AFTER RECORDING MAIL THIS INSTRUMENT TO

NATIONAL BANK OF AUSTIN NAME. 5645 WEST LAKE STREET ADDRESS CHICAGO, ILLINOIS 60644 DATE

NATIONAL BANK OF AUSTIN Trustee

MICHAEL L. RONGO E. SELENA RONGO

RUST DEEL For Instalment Note

For the protection of both i've b. r. rower and lender, the note s cu. eu by this Trust Deed should be identified by the Trustee ann i herein before the Trust Deel is i led for record. IMPORTANT

uentioned in the with entified herewith The Instalment No a Trust Deed has been Identifidatio .. 5. M-National Bank of Aust

Chicago 44

Elmwood Park, Illinols 60635

Country Club Lane Property Address

