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TRUST DEED COOK COUNTY, ILLINOIS
FILED FOR RECORD

21 798 142

Lillian R. Olson
RECORDER OF DEEDS

FEB 4 '72 1 32 PM

THE ABOVE SPACE FOR RECORDERS USE ONLY 21798142

THIS INDENTURE, made January 31st, 1972, between

Santina Rose Litturi, also known as Santina Rose Catrambone and Gregory Catrambone, her husband

herein referred to as "Mortgagors," and **Oak Park Trust & Savings Bank**, a corporation organized and existing under the laws of The State of Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 thousand and no/100 (\$60,000.00)-----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 date of loan disbursement on the balance of principal remaining from time to time unpaid at the rate of 7-1/2 per cent per annum in instalments as follows: Five hundred fifty six and 23/100 (\$556.23)

Dollars on the 1st. day of March 19 72 and Five hundred fifty six and 23/100 (\$556.23)

Dollars on the 1st. 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 1st. day of February 19 87. 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 principal of each instalment unless paid when due shall bear interest at the rate of 7-1/2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Park 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 Oak Park Trust & Savings Bank 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 performed, and also in consideration of the sum of One dollar, in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following 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,

Lot six (6) (except the North sixty six (66) feet thereof) in Block twenty (20) in Subdivision of First Addition to Ellsworth Subdivision of the East half of the South West quarter of Section twenty five (25), Township forty (40) North, Range twelve (12), East of the Third Principal Meridian in Cook County, Illinois.

500

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

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 thereto 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 coverings, 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.

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] *Santina Rose Litturi* [SEAL] Santina Rose Litturi (a/k/a Santina Rose Catrambone)
[SEAL] *Gregory Catrambone* [SEAL] Gregory Catrambone

STATE OF ILLINOIS, I, Jessie Langley
} SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook } Santina Rose Litturi, also known as Santina Rose Catrambone
and Gregory Catrambone, her husband
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 acknowledge 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.



GIVEN under my hand and Notarial Seal this 3rd. day of February A. D. 1972

Jessie Langley
Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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 mechanics' 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 discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches 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 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 shall keep all buildings and improvements now or hereafter situated on said property insured against loss or damage by fire or lightning for the full insurable value thereof, and against tornadoes, windstorms, or cyclones, and shall pay for 100 per centum of the insurable value to holder and make all insurance policies payable in case of loss to Trustee by the standard mortgage clause to be attached to each policy for the benefit of them not twenty days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of them, and may purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure, affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, 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, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice any day in the performance of any other agreement of the Mortgagors 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 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, sale, foreclosure, tax lien or title or claim thereof.

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 holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything herein contained be deemed to be in default when 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.

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 costs, expenses and charges which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, all fees, costs, expenses for documentary and other taxes, recording charges, publication costs and costs (which may be estimated as to terms to be expended) for the purpose of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurance 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 the satisfaction of the court in such suit the true condition of title or the value of the premises. All expenditures and expenses hereunder shall be paid by the Mortgagors at any time which may be had pursuant to such decree the true condition of title and immediately due and payable, with interest thereon at the rate of seven per cent per annum when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and (b) any proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

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 items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; second, all other principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. 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, and with regard to the solvency or insolvency of Mortgagors at the time of the appointment of such receiver and without regard to the lien value of the premises or whether the same shall be then occupied as a homestead or not and deficiency of such foreclosure suit and sale and a deficiency, during the full statutory period of redemption, shall be then collected and all sums already paid during the 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 may at any time authorize the receiver to apply the net income in his hands in payment in whole or in part 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 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 permitted for that purpose.

12. Trustee has no duty to examine the title, location, extent or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated to do so 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 its agents 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 lien thereon, by any 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 represents Trustee may accept as true without inquiry. Wherein a successor trustee, such successor trustee may accept as the genuine status with the description herein contained of the note and which purports to be executed by a prior trustee hereunder or which conforms in substance with the release is requested of the original trustee and it has never executed a release of any instrument identifying same as the note described herein, if the note and which purports to be executed by the person herein designated as the makers thereof, and where any instrument identifying same as the note described herein, if the note and which purports to be executed by the person herein designated as the makers thereof, and which conforms in substance with the description herein contained of the note.

14. Trustee at any time acting hereunder may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal of Trustee, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, shall be Successor in Trust, and in case of its resignation, inability or refusal to act, the Recorder of Deeds of the county in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon mortgagors and all persons claiming under or through Mortgagors, whether or not such persons shall have executed the note or this Trust Deed.

It is further understood and agreed that, together with, and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, mortgagors will deposit with the Trustee herein on the regular monthly payment date of each month until the said note is fully paid a sum equal to the taxes and assessments next to be billed on the mortgaged property (all as estimated by the Trustee) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date as estimated by Trustee when such tax and assessment bills should ordinarily be available, such sums to be held by Trustee in trust to pay said taxes and special assessments. Any deficiency in the amount of any such tax and assessment deposit shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instrument Note mentioned in the within Trust Deed has been identified hereunder under Identification No. 2518
Oak Park Trust & Savings Bank, as Trustee,
by Robert E. Heurman
Assistant Secretary

D NAME Oak Park Trust & Savings Bank
E
L STREET 1048 Lake Street
I
V CITY Oak Park, Illinois
R
Y INSTRUCTIONS OR
RECORDERS OFFICE BOX NUMBER 552

FOR RECORDERS INDEX PURPOSES
INSERT SUBJECT ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
7628 West Fullerton
Elmhurst Park, Illinois

21 798 142

END OF RECORDED DOCUMENT