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TRUST DEED

*Shirley R. Olson*

1975 OCT 11 PM 2 56 22 509 643  
OCT-11-75 698161 • 22509643 v A — Rec

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

5.00

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made October 6th, 1975, between

M. Patricia Montalbano and Thomas Montalbano, 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 --Fifty thousand and no/100 (\$50,000.00)-----Dollars, evidenced by a certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, 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 7.9 per cent per annum in instalments as follows: Four hundred fifteen and 12/100 (\$415.12)

Dollars on the 1st day of December 1975 and Four hundred fifteen and 12/100 (\$415.12)

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 November 19 93 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 7.9 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 of which is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate, to wit: all of their estate, right, title and interest therein, situate, lying and being in the Village of River Forest, COOK COUNTY, ILLINOIS AND STATE OF ILLINOIS,

Lot 1 in Block 4 in O. C. Braese's Subdivision of the East half of the West half of the North East quarter of Section 1, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

5.00

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

TOGETHER with all improvements, tenements, assessments, fixtures, and appurtenances thereto belonging, and all rents, leases 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 appliances, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, electricity, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, swings, poles 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 hands and seals of Mortgagors the day and year first above written.

[SEAL] *M. Patricia Montalbano* [SEAL]  
*Thomas Montalbano* [SEAL]

STATE OF ILLINOIS

County of *Cook*

I, \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT *M. Patricia Montalbano and Thomas Montalbano, her husband*

who *are* personally known to me to be the same persons, whose names *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 *9* day of *Oct*, A. D. 19*75*

*James W. Montalbano*  
Notary Public



22509643

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

- Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for work done or materials furnished; (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 ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinances.
- 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 when 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.
- 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 insurable value thereof, and against tornadoes, windstorms, or cyclones. For 100 per centum of the insurable value thereof (the insurable value for all insurance purposes to be deemed not less than the amount of said principal indebtedness) all in compliance satisfactory 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 holder, deliver all policies including additional and renewal policies to holder, and in case of insurance about to expire, so deliver renewal policies not less than twenty days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior circumstances. If any such payment, discharge, compromise or settlement is made or any lien or other prior lien or title or claim thereon, or redemtion from any tax sale or forfeiture after or on any premises or against 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, and reasonable compensation to Trustee for such 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 thereon at the rate of seven per cent per annum. 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.
- Trustee or the holders of the note hereby authorized relating to taxes or assessments, may do so according to any bill, estimate or statement procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such taxes, rates, levies, or claims thereon.
- 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 holder of the note, and without notice to mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; (b) when default shall occur and continue for three days in the performance of any other agreement of the mortgagors herein contained.
- When the indebtedness herein 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 an effort 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, outlays for documentary and recording fees, evidence, photography charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree) of such abstracts of title, title searches and examinations, guarantee policies, Terrens 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 holders 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 be so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, to be paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including foreclose and hereunder provided, in 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 or proceeding hereafter authorized by or on behalf of Trustee or holders of the note 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.
- 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 moneys and expenses due to the holders of the note; second, to each item as a lien on the premises mentioned hereof, second, all other liens which under the terms hereof constitute secured indebtedness as 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 moneys due 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 the 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 regard to the solvency or insolvency of mortgagors 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 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 deficiency, during the full term of redemption, whether the receiver be retained or not, as well as during any further times when mortgagors, except for the intervention of a receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or any usual in such cases for the protection, preservation, 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 respect in whole or in part to: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, including 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 fore close sale; (2) the deficiency in case of a sale and 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 indebted thereon in an action at law upon the note hereby secured.
- 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.
- 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 errors or omissions hereunder, except in case of its own fraud, negligence or misconduct or that of the agents or employees of Trustee, and it may require any security satisfactory to it before exercising any power herein given.
- 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 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 further proof, unless it 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 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 it has never executed a certificate on any instrument identifying some of the notes described herein, it may accept as the genuine note herein described 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.
- Trustee at any time acting hereunder may resign by instrument in writing filed in the office of the Recorder or Registrar of the State in which this instrument shall be recorded or filed, in case of the resignation, liability or refusal to act of Trustee, CHICAGO TITLE AND TRUST COMPANY, a Illinois corporation, shall be Successor in Trust; and in case of its resignation, liability or refusal to act, the Recorder or Registrar 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.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon mortgagors and 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, whether or not such persons shall have executed the note or this Trust Deed.

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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.

**I M P O R T A N T**

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 herewith under identification No. 3123

Oak Park Trust & Savings Bank, as Trustee,  
by Robert E. Lehman  
Assistant Secretary

D E L I V E R Y

NAME Oak Park Trust & Savings Bank

STREET 1048 Lake Street

CITY Oak Park, Illinois 60301

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1446 Monroe  
River Forest, Illinois

INSTRUCTIONS OR

RECORDER'S OFFICE BOX NUMBER 552