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Richard H. Steiner
RECORDER OF DEEDS

TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

*22549366

NOV 19 '73 3 30 PM

THE ABOVE SPACE FOR RECORDERS USE ONLY

NOV 19 62-72-064 L
35-18

THIS INDENTURE, made November 9, 1973, between

FRANK A. PIERANUNZI and SANDRA J. PIERANUNZI, his wife

herein referred to as "Mortgagors," and MELROSE PARK NATIONAL BANK, a National Banking Association hereinafter referred to as TRUSTEE, witnesseth:

AND 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 THIRTEEN THOUSAND AND NO/100 (\$13,000.00) Dollars, evidence of one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered to, and by which said Note the Mortgagors promise to pay the said principal sum and interest from on the balance of principal remaining from time to time unpaid at the rate of 7-3/4 per cent per annum in instalments as follows: Onehundred six and 73/100 (\$106.73)

or more Dollars on the 15th day of December 19 73 and One hundred six and 73/100 (\$106.73)

or more Dollars on the 15th 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 15th day of November 1973. 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 8 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose 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 Melrose Park National 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 Northlake COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 2 in Block 10 in Midland Development Company's Northlake Village Unit 3, being a Subdivision of part of the South of Section 32, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded October 5, 1939 as Document 12378621 in Cook County, Illinois.

The Makers of this Trust Deed also agree to deposit with the holder of the Instalment Note described herein 1/12 of the real estate tax each month.

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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 par 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) air conditioning, window shades, storm doors and windows, floor coverings, in-door 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, with all 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 seal of Mortgagors the day and year first above written.

Frank A. Pieranunzi [SEAL] Sandra J. Pieranunzi [SEAL]
(FRANK A. PIERANUNZI) (SANDRA J. PIERANUNZI)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ss. FRANK A. PIERANUNZI AND SANDRA J. PIERANUNZI, HIS 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 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.

GIVEN under my hand and Notarial Seal this 9th day of November, A. D. 1973.
Richard H. Steiner
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 superior 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 reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) complete within a municipal ordinance with respect to the premises and the use thereof; (5) comply with all requirements of law or municipal ordinance; (6) make no material alterations in said premises except as required by law or 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 thereof (the insurable value for all insurance purposes to be deemed not less than the amount of said principal) 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 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.
4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of the principal or interest on prior encumbrances, effecting said payments or contact 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 mortgage premises and the indebtedness secured hereby, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be to such additional amount as secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 12 per cent per annum. The act 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.
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, forfeiture, 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 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; or (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors herein contained.
7. Whenever 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 principal's fees, outlays or ancillary and expert evidence, stenographic 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 similitude 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 become to such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 12 per cent per annum, when paid 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; or (b) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant; 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; or (d) 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 costs and expenses incident to the foreclosure sale; second, all such items as are mentioned in the preceding paragraph hereof; second, all other items 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, without regard to the solvency or insolvency of Mortgagors at said pre-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 pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption whether there be redemption or not, 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 term of the Court from time to time in such cases for the protection, possession, control, management and operation of the premises, part (c) (1) The indebtedness secured hereby, or by any decree of foreclosure of this trust deed, or any fee, special assessment or other item 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 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 requested in writing by the Mortgagors. Trustee shall not be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of its obligated by the terms hereof, nor shall Trustee be required to insure or to provide indemnities satisfactory to it 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 upon the request of any person who shall, either personally or by attorney, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which note, when presented to Trustee may accept as true without inquiry, and in case of a sale and deficiency, during the full statutory period of redemption whether there be redemption or not, 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 term of the Court from time to time in such cases for the protection, possession, control, management and operation of the premises, part (c) (1) The indebtedness secured hereby, or by any decree of foreclosure of this trust deed, or any fee, special assessment or other item 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.
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 to act 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, 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.

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 installment Note mentioned in the within Trust Deed has been identified herewith under loan identification No. 5037 MELROSE PARK NATIONAL BANK as Trustee, by James P. J. Kelly Real Estate Loan Officer

DEVELOPER'S NAME
MELROSE PARK NATIONAL BANK
STREET
17th Avenue at Lake Street
Melrose Park, Illinois 60160
CITY
MAY 19 1933 3 20 PM
OR
INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 669
MELROSE PARK NATIONAL BANK

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
19 White Parkway, Northlake, Illinois

22-549 386

END OF RECORDED DOCUMENT