May, 1969		
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TRUST DEED (Illinois)	1074 MAR 12 PM 1 24 1. C 00 1 480	
For use with Note Form 1448 (Monthly payments including interest)	22 65/ 480 HAR-12-74 MAR 12 PM 22051480 A — Rec	5.00
Tab 5	The Above Space For Recorder's Use Only	
THIS INDENTURE, made	5th, 1974 19 between FRED GENTILE, A BACHELOR	
MELROSE PARK NATIONAL BANK	herein referred to as "Mortg	agors," and
herein referred to as "Trustee," witnesseth	That, Whereas Mortgagors are justly Indebted to the level better	
MPI DOCP DARK MARTONAL PARK	That, Whereas Mortgagors are justly indebted to the legal holder of a principal promi- herewith, executed by Mortgagors, made payable to Bearer	sory note,
HOUSE THIS WILLOWIL BANK		
d di livered, in and by which note Mortgo	Dollars, and interest fromdate	
on the belance of principal remaining from	time to time unnaid at the rate of 6 5	
	UNA-HUNGYA Ziahas-fasa and El/AA	
	1974 and One-Hindred Bighty Four 6 54/00 onth thereafter until said note is fully paid, except that the final payment of principal and interest of the control	
sooner paid shall in due on the 15th	de Pos	est, if not
Of said installments constituting paleatest	the portion of the dispaid principal parance and the remainder to principal: the portion	n of such
- O.J. per cent per knnim, and all such i	payments being made payable at Malrose Park National Bank, Melrose Po	of rate of
at the election of the legal holder on enf and	the legal holder of the note may, from time to time, in writing appoint, which note further pre	vides that
of interest in accordance with the terms	of payment aforesaid, in case default shall occur in the payment, when due, of any installment	con, shall
contained in this Trust Deed (In which even	sor or in case default shall occur and continue for three days in the performance of any other telection may be made at any time after the expiration of said three days, without notice), are our system of said three days, without notice), are	greement
NOW THEREFORE	and the state of protest.	
limitations of the above mentioned note a Mortgagors to be performed, and also in a	when, of the said principal sum of money and interest in accordance with the terms, provided of whis Trust Deed, and the performance of the covenants and agreements herein contains con der tion of the sum of One Dollar in hand paid, the receipt whenever the contains the contain	ions and
Mortgagors by these presents CONVEY and and all of their estate, right title and inter-	a of this Trust Deed, and the performance of the covenants and agreements herein contains con ider iton of the sum of One Dollar in hand paid, the receipt whereof is hereby action of VARIANT unto the Trustee, its or his successors and assigns, the following described Re st therein, shuste, lying and being in the	wiedsed,
and all of their estate, right, title and intere Village of Malrose Park	Cook	
		i, to wit:
	f (4) of Lot Furty-Three (43) in Block Sixty-eight (68) in its Three (3) Fou: (4) and Five (5) in the Subdivision of	
Vand die	THE OF HER PRINCIPLE AND THE TANK THE PRINCIPLE AND THE PRINCIPLE	
11113 111391 06.	S THE MILES DI TELLO	_
13[ALIMEN]	DAN DEPT., OF MELROSE FAIR ANTIONAL BANK,	Q
ITUI ATE AL L	AKE ST., MELROSE PARK, ILLINGIS CO180	- 1
which, with the property hereinafter describe	ed, is referred to herein as the "premis".	I
which, with the property hereinafter described TOGETHER with all improvements, to long and during all such times as Mortgan and during all such times as Mortgan	ed, is referred to herein as the "premis", "	real for
which, with the property hereinafter describe TOGETHER with all improvements, to so long and during all such times as Moriga said real estate and-thot secondarily), and a gap, water, light, power, refrigeration and a	ed, is referred to herein as the "premis", " enterents, easements, and appurtenances thereto oeld using, and all rents, issues and profits the gors may be entitled thereto (which rents, issues and profits are pledged primarily and on a pil if sturres, apparatus, equipment or strictes no v or he after thereto or thereon used to sup it conditioning (whether single units or central, or conditioning (whether single units or central, or conditioning (whether single units or central, or conditions)	reof for rity with ply heat,
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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THÈRE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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; (3) complete within a reasonable time any buildings or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 the original or duplicate receipts therefor. To prevent default thereunder 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 premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal 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 holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mort core in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumb ance, if any, and purchase, discharge, compromise or settle any tax lies or other prior lies or title or claim thereof, or redeem from any tax as for forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses ps to rincurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the not to protect the mortgaged premises and the lies 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 not cer is dwith interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a wave or my right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee c. Lim. of feet assessments, may do so according to any bill, stat nien or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the vicinity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it in of indebtedness herein mentioned, both pricipal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal race or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case 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 the become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of illinois for the enforcement of a mortgage debt. In art, wit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and e-pense 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 expert evidence, stangaraphers' charges, publication costs and costs (which may be estimated as to items to be expended at a mannary and expert evidence, stangaraphers' charges, publication costs and costs (which may be estimated as to items to be expended at a mannary of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar dria as a sasurances with respect to little 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. In addition, all exp notions, and the nature in this paragraph mentioned shall become so much additional indebtedness secured bereby and imm died by 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 or —exition with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them had, by a party, either as plantiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commerced.

 5. The proceeds of any foreclosure hereof after accrual of such right to foreclose whether or n
- 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 proceedings, including all suc. iter a sa are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness "ad" onal to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; four A, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the ordinary in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without ordice 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 ne 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 or a sale and affection, during the full statutory period for redemption, whether there be redemption of not, as well as during any further times when M strgag rs, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may onecessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said profits. Court from time to time may suthorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The index of the sucred hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become supe (10) 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 this Trust Deed or of any provision hereof shall be subject to any sefense which would not be good and available to the party interposing same in an action at law upon the nota hereby secured.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access the right be permitted for that purpose.
- 12. Trustee has no duty to examine the titla, location, existence, or condition of the premises, nor shall Trustee be obligat a to ecord this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or or assions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indoor or less astisfactory to him 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 r. in debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of r. in debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of r. in person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness 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 described needs not included the principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder/or Registrat/of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deods of the county in which the premises are situated shall be second Successor in Trust. Are removed that have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor is all be entitled to reasonable compensation for all acts performed hereunder.

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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal 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, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

identified herawith under taghtification No. _

W WWW.CL.

Trust

END OF RECORDED DOCUMENT