

# UNOFFICIAL COPY

TRUST DEED  
(ILLINOIS)

JUL 3 '74 10 38 AM  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JUL 3 '74 10 38 AM

22 771 544

RECORDED IN DEEDS  
#22771544

(Monthly payments including interest)

The Above Space For Recorder's Use Only

THIS INDENTURE, made June 7 1974, between JAMES J. SAVIANO, a bachelor herein referred to as "Mortgagors", and FIRST NATIONAL BANK OF

MORTON GROVE, a National Banking Association herein referred to as "Trustee", witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note", of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to pay the principal sum of TWENTY-

ONE THOUSAND and no/100ths (\$21,000,000)--- Dollars, and interest from date hereof on the balance of principal remaining from time to time unpaid at the rate of 7.9% per cent per annum, such principal sum and interest to be payable in installments as follows:-----\$160.70-----

Dollars on the 1st day of September, 1974, and-----\$160.70----- Dollars on the 1st day of each and every 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 August, 1999; all such payments on account of the indebtedness evidenced by said Note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of 7.9% per cent per annum, and all such payments being made payable at First National Bank of Morton Grove, or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms hereof or in case default shall occur and continue for three days in the performance of any other agreement contained in said Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Q 455567 - KUKLA

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the Des Plaines, COUNTY of Cook AND STATE OF ILLINOIS, to wit: SEE RIDER ATTACHED.

Unit 395 as delineated on survey of parts of the South half of the Northeast Quarter of the Northeast Quarter of Section 16, and part of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 15, all in the Township 41 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by CHICAGO TITLE AND TRUST COMPANY, as Trustee under TRUST NO. 61500 Recorded in the Office of The Recorder of Deeds as Document No. 22400645 together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Amendments to the Declaration as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amendments to the Declaration are filed of record, in the percentages set forth in such Amendments to the Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amendment to the Declaration as though conveyed hereby.

Mortgagor also hereby grants to the Mortgagee, his successors and assigns, as an easement appurtenant to the premises conveyed, a perpetual easement for ingress and egress over, along, and across the North 33.0 feet (as measured at right angles) except the East 33.0 feet thereof, and the East 33.0 feet (measured at right angles) of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian, and over, along and across the North 33.0 feet of the South half of the Northeast Quarter of the Northeast Quarter of Section 16, Township 41 North, Range 12 East of the Third Principal Meridian, and over, along and across the North 33.0 feet of the South half of the Northeast Quarter of the Northeast Quarter of Section 16, Township 41 North, Range 12 East of the Third Principal Meridian (except that part thereof lying West of the Easterly line of the Illinois Toll Highway right-of-way; also except a strip of land 33.0 feet wide (measured at right angles) in the South half of the Northeast Quarter of the Northeast Quarter of said Section 16 lying East of and adjoining the Easterly line of the Illinois Toll Highway right-of-way) all in Cook County, Illinois. This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations of said Declaration the name as though the provisions contained in said Declaration were recited and stipulated at length herein.

The lien of this mortgage on the common elements shall be automatically released as to percentages of the common elements set forth in Amendments to the Declaration filed of record in accordance with the Condominium Declaration recorded in the Office of the Recorder of Deeds as Document No. 22400645 and the lien of this mortgage shall automatically attach to additional common elements as such Amendments of Declaration are filed of record, in the percentages set forth in such Amendments to the Declaration, which percentages are hereby conveyed effective on the recording of such Amendments to the Declaration as though conveyed hereby.

60c

22 771 544

Clerk's Office

# UNOFFICIAL COPY

Property of Cook County

CHFD

03 63-22-388 E III

which, with the property hereinafter described, is referred to hereinafter as the "premises," TOGETHER with all improvements, tenements, easements, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, in-door beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under any law of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits 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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

James J. Saviano [Seal]

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES J. SAVIANO, a bachelor, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal, this 11th day of June 1974. Commission expires 12/31/1974. Notary Public

THIS INSTRUMENT WAS PREPARED BY:

JAMES G. ORPHAN, 5945 West Dempster Street, Morton Grove, Illinois 60053  
ADDRESS OF PROPERTY:  
Unit 395-9405 Bay Colony Dr.  
Des Plaines, Illinois

ORPHAN AND BERRAFATO Attorneys at Law  
MAIL TO: ADDRESS 5945 West Dempster Street  
Morton Grove, Illinois 60053  
CITY AND STATE Phone: 965 2282

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED.

SEND SUBSEQUENT TAX BILLS TO: Unit 395-9405 Bay Colony Dr. (NAME)  
Des Plaines, Illinois (ADDRESS)

OR RECORDER'S OFFICE BOX NO

BOX 533

DOCUMENT NUMBER

22 771 544

# UNOFFICIAL COPY

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 THERE 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; (5) complete within a reasonable time any building 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.

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 the original or 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 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 30 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 Mortgagors 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 other prior lien or title claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the secured 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 thereon at the highest lawful rate per annum, the election 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 payment hereby authorized relating to taxes or assessments, may do so according to any 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 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 note 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 shall 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 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-of-pocket expenses and expert evidence, surveyors' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) all such items as of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as to the holders of the note may deem it necessary either to prosecute such suit or to evidence to holders of 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 highest lawful rate per annum, with or without notice to Mortgagors, 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) preparation for the commencement of any suit for the foreclosure herein after secured of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, 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, including all such items as are mentioned in the preceding paragraph herein; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, the principal and interest remaining unpaid; fourth, 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 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 for such receiver, and without regard to the then value of the premises in which the same shall be first accepted as a lien instead of not and the Trustee hereof 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 a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such case, either as plaintiff, claimant or defendant, 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 payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, at 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 a deficiency in case of a sale and a deficiency.

10. No action for the enforcement of the lien of this Trust Deed 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 obligated by the terms hereof, and is liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory 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 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 principal note, or proceeding that all indebtedness hereby secured has been paid, which representative Trustee may accept as true without inquiry. When a release 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 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 or his heirs, legal representatives or assigns, such 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 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 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 & Trust Company shall be first Successor in Trust and in the event of its resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall 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, THIS NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been identified herewith

FIRST NATIONAL BANK OF MORTON GROVE,  
a National Banking Association

BY: *[Signature]*  
President

END OF RECORDED DOCUMENT

271544  
Office