

# UNOFFICIAL COPY

TRUST DEED  
FILED FOR RECORD

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Shirley R. Olson  
REC'D BY MAIL OFFICE

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 19, 1974, between

JOSEPH P. AVEZZANO and NANCY E. AVEZZANO, his wife

herein referred to as "Mortgagors," and MELROSE PARK NATIONAL BANK, a National Banking Association 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 TWENTY-THREE THOUSAND AND NO/100-----(\$23,000.00)----- 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 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: One hundred seventy-six and NO/100----- (\$176.00)

or more  
Dollars on the 1st day of September 19 74 and One hundred seventy-six and NO/100- (\$176.00)  
or more

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 August 1999. 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 8.9 per cent per annum, and all said principal and interest being made payable at such bank, 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.

THEY HEREBY agree to pay the principal and interest on the said note in accordance with the terms, conditions and limitations of the trust deed and the provisions of the mortgage and agreements herein contained, by the Mortgagors to be performed, and also to indemnify and hold the Trustee harmless from and against the following taxes, taxes levied or assessed, or taxes levied or assessed upon the premises hereinafter described, and all of their estate right title and interest therein, state, federal and local, in the Village of Melrose Park Cook County of Cook AND STATE OF ILLINOIS.

Lot 20 in Block 14 in Goss, Judd and Sherman's West Division Street Home Addition, being a Subdivision of the North West quarter of Section 3, Township 39 North, Range 12, East of the 2nd Principal Meridian, (except the North 63 acres) in Cook County, Illinois.

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

What is if the property hereinafter described is referred to herein as the "premises."  
To HAVE AND TO HOLD the premises unto the said Trustee its successors and assigns forever, for the purposes and uses above stated and until the said note is paid in full, subject to the provisions of the trust deed and the mortgage and agreements herein contained, by the Mortgagors to be performed, and also to indemnify and hold the Trustee harmless from and against the following taxes, taxes levied or assessed, or taxes levied or assessed upon the premises hereinafter described, and all of their estate right title and interest therein, state, federal and local, in the Village of Melrose Park Cook County of Cook AND STATE OF ILLINOIS.

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) JOSEPH P. AVEZZANO (SEAL) Nancy E. Avezzano (SEAL)  
(SEAL) (NANCY E. AVEZZANO) (SEAL)

STATE OF ILLINOIS, )  
County of DuPage ) ss. JOSEPH P. AVEZZANO and NANCY E. AVEZZANO, his wife



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH P. AVEZZANO and NANCY E. AVEZZANO, his wife who are personally known to me to be the same person(s) whose name(s) 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 19th day of July, A.D. 1974.  
*Ruth Ann Bannister*  
Notary Public

THIS DOCUMENT WAS PREPARED BY:  
RUTH BANNISTER, REAL ESTATE LOAN DEPARTMENT  
MELROSE PARK NATIONAL BANK  
MELROSE PARK, ILLINOIS 60160

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Property Clearing Office 22796576

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 mechanic's 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 liens 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 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 records 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. 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 companies 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.
4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore 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 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 in full satisfaction of all indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 6 3/4 per cent per annum from the date of Trustee's action. 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 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. 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 an additional indebtedness in the decree for sale all expenditures not otherwise provided for, including attorneys' fees, and all other expenses which may be incurred by Trustee or holders of the note for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 6 3/4 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, by reason of this trust deed or any indebtedness hereby secured or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of any right to foreclose whether 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.
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 such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness 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 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 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 proceedings, and in case of a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, or any of them, or 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 from time to time may authorize the receiver to apply the net income on his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or 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 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, assistance 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 acts or omissions hereunder except in case of its own gross negligence or misconduct or that of its agents or employees, and it may require 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 interest thereon has been paid and that all indebtedness hereby secured has been paid, which requirement Trustee may accept as true without inquiry. Where a release is requested of successor trustee, the trustee may require the successor trustee to execute a release of the note herein described any note which bears a certificate of identification purporting to be a substitute by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be a substitute for a certain instrument designated at the makers thereon, and the release is requested of the original trustee and it has never executed a certificate in any instrument identifying same as the note 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.
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 the office of the Recorder or Registrar of Titles and TRUST COMPANY, an Illinois corporation, shall be Successor Trustee and in case of its resignation, inability or refusal to act as Recorder or Registrar of the county in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the same 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 coming under or through Mortgagors, and the words "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**

The instrument here mentioned in the within Trust Deed has been identified herewith under the identification No. **22199376**

MELROBE PARK NATIONAL BANK as Trustee  
 by *James C. Feilberg*  
 Real Estate Officer

NAME | MELROBE PARK NATIONAL BANK  
 STREET | 17th Avenue at Lake Street  
 CITY | Melrose Park, Illinois 60160

1608 Broadway, Melrose Park, Ill. 60160

INSTRUCTIONS  
 DELIVERER'S OFFICE DELIVERED AND  
 MELROBE PARK NATIONAL BANK

END OF RECORDED DOCUMENT