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This Indenture, made at Chicago, Illinois, this 8th day of January, 1973, by and between, Raymond S. Caruso and Barbara A. Caruso, his wife of Barrington, Lake County, Illinois

hereinafter sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee,

Witnesseth:

Whereas, the said Raymond S. Caruso and Barbara A. Caruso, his wife

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hereafter called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of **THIRTY NINE THOUSAND FIVE HUNDRED AND NO/100ths**----- Dollars (\$ 39,500.00) and is due and payable as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner paid on **March 1**, 19 **98**.

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To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the **first** day of each month commencing **April 1**, 19 **73**, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trust deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any moneys at the time on deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may desire. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the mortgaged premises.

The Note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.

Whereas, said note bears interest from **March 1**, 19 **73** until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money of the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder thereof may from time to time appoint in writing.

Now, Therefore, for the purpose of securing the payment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustee the following described real estate situated in the County of **Cook** and State of Illinois, to wit:

Lot 3 in Block 12 in Salinger and Hubbard's Kenilworth Boulevard Addition to Oak Park Subdivision of East 1/2 of North West 1/4 of Section 6, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Clerk's Office

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together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are hereby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. (All of these items of property, together with said real estate and the buildings and improvements thereon, are hereinafter referred to herein as the "premises" or the "mortgaged property.")

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RIDER ATTACHED TO AND EXPRESSLY MADE A
PART OF THAT CERTAIN TRUST DEED DATED
JANUARY 8, 1973

EXECUTED BY RAYMOND S. CARUSO AND
BARBARA A. CARUSO, HIS WIFE

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

Raymond S. Caruso
Raymond S. Caruso

Barbara A. Caruso
Barbara A. Caruso

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thereon insured and in good repair, and to collect all the rents, issues, and profits of said premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during the full statutory period of redemption; and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his solicitor to be allowed by the court, in payment (in whole or in part) of any or all of the following items: (1) amount due upon the indebtedness secured hereby, (2) amount due upon any decree entered in any suit foreclosing this trust deed, (3) insurance premiums or repairs, as aforesaid, upon the improvements upon said premises, or (4) taxes, special assessments, water charges, and interest, penalties and costs, in connection therewith, or any other lien or charge upon said premises that may be or become superior to the lien of this trust deed, or of any decree foreclosing the same.

It is further expressly covenanted and agreed by the Grantor(s) that, in case of foreclosure of this trust deed in any court of law or equity, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Trustee or noteholder in or about the enforcement, protection, or collection of this security, including reasonable Trustee's fees, attorney's fees, and stenographer's fees of the complainant in such proceedings or preparation therefor, and also all outlays for documentary evidence and the cost of a complete abstract of title to said premises, and for an examination or opinion of title for the purpose of such foreclosure, shall be paid by the Grantor(s), and that all similar fees, costs, charges, and expenses paid or incurred by the Trustee, or by any holder of all or any part of the indebtedness secured hereby, in any other suit or legal proceeding in which any or either of them shall be or be made a party by reason of this trust deed, shall also be paid by the Grantor(s) and that all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this trust deed, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this trust deed, whether decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this trust deed be given, until all such expenses, charges, and costs of suit, including trustee's, attorney's, and stenographer's fees, shall have been paid.

There shall be included in any decree foreclosing this trust deed and be paid out of the rents, or out of the proceeds of any sale made in pursuance of any such decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, stenographer's and Trustee's fees, outlays for documentary evidence and cost of said abstract and examination or opinion of title; (2) all the moneys advanced by the Trustee, or by the noteholder, for any purpose authorized in this trust deed, with interest on such advances at the rate of eight per cent (8%) annually; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all of said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Grantor(s), on reasonable request.

Notwithstanding any subsequent extension of the time of payment of the principal note hereby secured, or any installment thereof, the liability of the maker(s) thereof shall in no event cease until the payment in full with interest of all indebtedness hereby secured.

The Grantor(s) and the Maker(s) further covenant(s) and agree(s) that no claim will be made for credit for any payment on account of the principal indebtedness hereby secured, unless such payment shall have been endorsed on said principal note at the time of making the same, and that no bona fide innocent noteholder, taking before maturity, shall be effected as to the benefit of this security by any equities or matters of defense which may exist in favor of any party interested against any prior holder of the note held by such noteholder.

The word "noteholder," wherever used herein, means the holder or holders of said principal note.

It is expressly agreed by the parties hereto that in case the State of Illinois shall hereafter pass any law imposing a specific tax on notes, bonds, or other evidences of indebtedness secured by mortgage or trust deed of real estate, or in case the laws of Illinois now in force relating to taxes on trust deeds, mortgages, or notes, bonds, or other evidences of indebtedness secured by trust deed or mortgage shall be in any way changed, as a result of which the Trustee, mortgagee, or holder of such notes, bonds, or other evidences of indebtedness may become chargeable with the payment of such tax, then and in any such event the Grantor(s) will pay to the Trustee or noteholder, within twenty (20) days after written notice thereof, the amount of any such tax on the note hereby secured, and in default of such payment, the whole of the indebtedness hereby secured shall, at the option of the noteholder, become immediately due and payable without notice, provided, however, that the Grantor(s) shall not be required to pay any such tax in excess of an amount which, when added to the interest and other charges to be paid by the Grantor(s), would exceed the maximum lawful interest rate allowed in the State of Illinois.

It is further covenanted and agreed that the various rights, powers, options, elections, appointments, and remedies contained in this trust deed shall be construed as cumulative, and no one of them as exclusive of the others, or of any rights or remedies allowed by law, and that all conditions, covenants, provisions, and obligations hereinafter contained, and all rights hereunder shall run with the land hereby conveyed and shall extend to and be binding upon, and inure for the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, provided always that neither said Trustee nor the noteholder, nor any of their agents or attorneys, shall incur any personal liability for acts or omissions hereunder, except in case of its negligence or their own gross negligence or misconduct. No delay or omission to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and any such right and power may be exercised from time to time as often as may be deemed expedient.

The Trustee or the noteholder shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

In case said Continental Illinois National Bank and Trust Company of Chicago shall be succeeded, either immediately or successively, through merger, consolidation, liquidation, assignment, transfer of a major portion of its assets, or otherwise, by any banking corporation, State or Federal, exercising trust powers, then such successor shall, by virtue of such succession, become Trustee hereunder, with identical powers and authority, and the title to said premises shall thereupon forthwith, and by this instrument become vested in such successor, as Trustee, for the uses and purposes aforesaid, without the necessity of any further transfer or conveyance. The Trustee shall be entitled to reasonable compensation for any and all acts performed hereunder, including the release of this trust deed.

The Trustee at any time acting hereunder may resign or discharge itself of and from the trust hereby created by a resignation in writing filed in the Office of the Recorder or Registrar of Titles of the county in which this instrument shall have been recorded or filed.

In case of the resignation or refusal to act of the Trustee at any time acting hereunder, then and in such event and in the following order (1) Chicago Title and Trust Company, an Illinois Corporation, and (2) the Recorder of Deeds of the county in which the mortgaged property is situated, are hereby respectively designated and appointed as successors in trust under this trust deed, with identical powers and authority, and the title to said premises shall thereupon become and be vested in such successors in trust, respectively, for the uses and purposes aforesaid.

If any Grantor is a corporation it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed and on behalf of each and every person, except decree or judgment creditors of such Grantor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

See Rider(s) attached hereto and made a part hereof.

Witness, the hand(s) and seal(s) of said Grantor(s) the date first above written.

Raymond S. Caruso
Raymond S. Caruso

Barbara A. Caruso
Barbara A. Caruso



STATE OF ILLINOIS } ss.
COUNTY OF COOK }
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I, Charlotte (Lawrence) a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the within named Raymond S. Caruso and Barbara A. Caruso, his wife

personally known to me to be the same person(s) whose name(s) are 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 and deed, 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 17th day of January, 1978
Charlotte (Lawrence)
Notary Public

My Commission Expires 2-4-78

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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LOAN No. 20646

Trust Deed

Edward S. Caruso and
Barbara J. Caruso, his wife

Continental Illinois National Bank
and Trust Company of Chicago
As Trustee

Box 202
C. J. Harmon
R.E. Department

Continental Illinois National Bank
and Trust Company of Chicago
CHICAGO, ILLINOIS

ADDRESS OF PROPERTY:
1039 Woodbine Avenue
Oak Park, Illinois 60302

5-08-083 R. 7/71

Register No. 9898

Chicago, Illinois, Jan. 22, 1973

The principal note described in within trust deed has this day been identified by the undersigned by an endorsement thereon.

Continental Illinois National Bank
and Trust Company of Chicago
As Trustee,

By JJ Nun Trust Officer

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COOK COUNTY CLERK'S OFFICE

RECORDED DOCUMENT