UNOFFICIAL COPY

Silvy R. Olvan RECORDER OF DEEDS COOK COUNTY ILLINOS 1973 FEB 18 PM 12 53 22 218 905 FEB-13-73 577681 • 22218905 • A - Rec 5.10 TRUST DEED HE ABOVE SPACE FOR RECORDER'S USE ONLY
1973 . between JAMES DIPIETRO and February THIS INDENTURE, made GENEVIEVE DIPIETRO, his wife herein referred to as "Mortgagors and delivered in and by which said Note the Mortgagors promise to pay the said principal sum and interest 2218905 appoint, and in absence of such appointment in said City,

NOW, THEREFORE, the Morgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the expension of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the expension of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of this trust deed, and the performance of the said principal sum of money and said interest in accordance with the terms, provision, and limitations of the said principal sum of money and said interest in accordance with the terms, provision and limitations of the said principal sum of money and said interest in accordance with the terms, provision and said interest in accordance with the terms. appoint, and in said City, That part of Lot 2 described as folic's: Beginning at the North West corner of Lot 2 then Easterly along ib North line thereof 157.0 feet, thence South at right angles to said North ine 100 feet, thence Westerly 111.46 feet to a point on the Westerly line North 2, 107.0 feet (as measured along said Westerly line) South East of the point of beginning; thence North Westerly along said Westerly line to the point of beginning in Downey's Cook County Country Home Addition to D errield, a Subdivision in the North 1/2 of Section 4, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. 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 suces of profits thereof for so long and during all such times as Mortagagors may be entitled thereto (which are pledged primarily and on a parity with san real state and not secondarily) and all apparatus, equipment or articles now of hereafter therein or thereon used to supply the foreign of the state of the supply of the property of the supply of the property of the property of the supply of the foreign of the supply of the successors and assigns, forever, for the purposes, and upon the uses of trusts by the supply of the This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of ditrust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their hours and seal a...... of Mortgagors the day and year first above written. WITNESS the hands. JAMES DIPIETRO tio Silvana Tognarelli y Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James DiPietro and Genevieve DiPietro his wife a Notary ment, appeared before me this day in person and acknowledged that...

Page 2 THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED): 1. Mortgagors shall (1) frompally repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged 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 ordinated to refer the lier hereof; (2) have switchen of the discharge of such prior lien to Trustee or to holders of the noise superior to the lien hereof, and ding or building now errors, working a resumble time any lost or other premises and the trust thereof or occases of creation upon said premises. (5) comply with requirements of law or municipal ordinances with seat of the premises and the trust thereof of make no material alterations in suit premises except as required law or municipal ordinance, which changes against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To entit default hereunder Mortgagors shall pay before and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To ontest, and the manner provided by statute, any tax or assessments which Mortgagors may desire ontest. and other charges against the premises when due, and shall, upon written request, furmult to Trustee or to holders of the note outpicate receipts meretor, to prevent default hereunder, Mortaggors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortaggors may desire to contest.

3. Mortaggors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fine, lightning of 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 to repairing the same or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortagge clause to be attached to near of loss as shall deliner all policies, including additional and renewal policies to holders of the note, and in case of insurance about to expire, shall deliner renewal policies not less than ten days prior to the respective dates of expiration.

Mortaggors in any form and manner of the holders of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances, affecting said premises or contest any tax or assessment. All all into or other prior lies or ritle or claim teneof, or redeem from any tax sale or forfeiture connection therewith, including attorneys fees, and any other money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other money paid for any of the p this frust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or enter is not the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein cord income of the most of the mo principal and interest remaining unp. 4 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 l lt 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 better or a sale, without notice, without regard to the solvency or insolvency or Mortgagors at the time of application for such receiver and without regard to the hen value of the premises or whether the state shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such re-two. To in 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 as and ficiency, during the full statutory period of redemption, whether there he redemption or not, as well as during any further times when Mortgagors, see to for the intervention of such receiver, would be retilied to collect such rents, issues and profits as well as during the composers which may be necessary or are usua in such the state of the protection, possession, control, management and operation of the premises of (1) The industrial profits of the protection, possession, control, management and operation of the premises of (1) The industrial profits of the protection, possession, control, management and operation of the premises of (1) The industrial profits of the protection of the application is in payment in whole or in part of (1) The industrial profits of the protection of the profits of the protection of the reference of such and provided such applications in adaptive to foreclosure sale; (2) deficiency in case of a sale and deficiency.

10. No action for the enforcement of the provided such application is made prior to foreclosure sale; (4) deficiency in case of a sale and deficiency.

11. Trustee to the holders of the note shall have the right to imper time premises at all r 21. 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 con ition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, it is all reasonable times and access thereto a the signature or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the identity, capacity, or authority of the signatures or the foreign process. The capacity of the signature mortgagee. Identification No. ... 301 IMPORTANT D.A. GRECO THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD. MAIL TO: BANK OF HIGHWOOD TEN HIGHWOOD AVENUE 45 Florence Road HIGHWOOD, ILLINOIS 60040 MANY TO A *Northbrook, Ill. 60062 PLACE IN RECORDER'S DEFICE BOX NUMBER 518 012 end of recorded document