UNOFFICIAL COPY

	BOX 305 COOK COUNTY HALLINGIS 22 314 167 SECONDER A Chem	
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	TRUST DEED 1 7 9 9 454 M THIS INDENTURE, Madd Hats 1161 9 454 May 22314,67	
	by and between DENNIS J. VESCI and EILEEN F. VESCI, his wife	
- silven	of the of Calumet City in the County of Cook	
	and State of Illinois (hereinafter, "Mortgagor"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under and by virtue of the laws of The United States of America,	
	a national banking association organized and existing under and by virtue of the laws of The United States of America, and doing business and having its principal office in the City of Chicago, County of Cook and State of Illinois, as Trustee (hereinafter, "Trustee"), WITNESSETH: THAT WHEPEAS MOPICACOR is instituted to the legal holder or holders of the Promissory Instalment	
	Note hereinafter described in the Principal Sum of	
	TWENTY FOUR THOUSAND AND NO/100Dollars (\$ 24,000.00), evidenced by one certain Promissory Instalment Note (the identity of which is evidenced by the certificate thereon of	
	Trustee), bearing even date herewith made payable to bearer and delivered, which Instalment Note (hereinafter, the Note"), bears interest from date of disbursement until maturity at the rate therein set forth, and which principal and	
	interest is payable as follows:	
	day of each and every month to and including duffe 2, 2002 if not sooner paid; ech of said monthly payments of \$ 161.32 shall be applied first in payment of interest at the rate specified in said Note,	
2	parties withly on the balance of said principal sum remaining from time to time unpaid and second on account of said principal sum, said principal instalments bearing interest after maturity at the rate of Seven (7) per centure per annum, and all of said principal sum, and all o	
	legal holder \(\) \(\) \(\) \(\) \(\) the Note may in writing appoint, and until such appointment at the office of The First National Bank of Chicago, in the City of \(\) \(\) \(\) \(\) \(\) \(\) \(\) and State of Illinois; in and by which Note, it is agreed that the principal sum thereof, together with accrued interest	
	thereon, in can of a sult as provided in this Trust Deed, may at any time without notice, become at once due and payable at the place of payment in said vote sectified, at the election, as in this Trust Deed provided, of Trustee or of the holder(s) of the Note. NOW THEREOURE A Acting on for the purpose of securing the payment of the Note and the performance of the Mortgagor's	
	Interest only due June 2, 1973 And ay of each and every month to and including June 2, 2002 e. the of said monthly payments of \$ 161, 32 shall be applied first in payment of interest at the rate specified in said Note, pay "I shall be applied first in payment of interest at the rate specified in said Note, pay "I shall be applied first in payment of interest at the rate specified in said Note, pay "I shall be applied first in payment of interest at the rate specified in said Note, pay "I shall be applied first in payment of interest at the rate specified in said Note, pay "I shall be applied first in payment of interest at the rate specified in said Note, pay "I shall be applied first in payment of the Original State of SeVen (7) per centum per annum, and all of said principal sum, and all of said until such appointment at the office of The First National Bank of Chicago, in the City of Ih. of and state of Illinois; in and by which Note, it is agreed that the principal sum thereof, together with accrued interest thereon, in c. of and its provided in this Trust Deed, may at any time without once, become at once due and payable at the place of payment in said one "ceified, at the election, as in this Trust Deed provided, of Trustee or of the holder(s) of the Note. NOW, THERFOR'S, Mortagger for the purpose of securing the payment of the Note and the performance of the Mortgagor's agreements herein ontrined and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these provided warrant unto Trustee, its successors and assigns, the following described Real Estate, situate, lying and being in the Colonial and State of Homewood.	
	lying and being in C. Village of Homewood County of COOK and State of Illinois, to wit:	
	Lot 11 in Block 15 in Flossmoor Park Third Addition, being a Subdivi-	
	sion of the East ha'r o' Lots 1 and 2 (except the South 660 feet thereof) in the North East quarter of Section 1, Township 35 North,	
	Range 13, East of the Third Principal Meridian, in Cook County,	
	Illinois.	
	500	
	0,	
	which, with the property hereunder described, is referred to as the "Pret isses." TOGETHER with all the temements, hereditaments, privileges, easem " a appurtenances now or at any time hereafter thereunto belonging, all buildings and improvements now located or hereafter to be erred on the premises, the rents, issues and profits made in the premises and profits are hereby expressly assigned, it being unde.stoc it is the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge of a party with the mortgaged property as security for the payment of the indebtedness secured hereby), and all apparatus and fixtures of 'evry kind and nature whatsoever, including, but without limiting the generality of the foregoing, all shrubbery, shades and awnings, crass, storm windows and doors, curtain fixtures, venetian blinds, gas and electric fixtures, radiators, heaters, ranges, bathtubs, sinks, parties for supplying or distributing heat, light, water, air conditioning, and all other apparatus and equipment in or that may be placed in an our ling now or hereafter standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate a dappropriated to the use of the real estate, and whether affixed or annexed or not, shall for the purposes of this Trust Deed be deem I conclusively to be real estate and conveyed hereby) and also all the estate, right, title and interest of Mortgagor of, in and to said pre-fixed. TO HAVE AND TO HOLD the above described premises unto Trustee, its successors and signed forever, for the purposes, uses and trusts herein set forth, hereby releasing and waiving all rights under and by vitter of the Ham, "ac Exemption Laws of the State of Illinois, and all right to retain possession of the Mortgaged Property after any default in the p. vm. of said indebtedness or after any breach, of any of the agreements herein contained.	
	(which rents, issues and improvements now located or nereatter to be erriced on the premises, the rents, issues and profits mereby expressly assigned, it being understoor it, the pledge of the rents, issues and profits made in and by this Trust Deed is not a secondary pledge but is a primary pledge or a party with the mortgaged property as security for	
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	water, air conditioning, and all other apparatus and equipment in or that may be placed in an Jun, ing now or hereafter standing on the premises, (which are hereby understood and agreed to be part and parcel of the real estate a d appr printed to the use of the real estate.	
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The same	any breach of any of the agreements herein contained. This Trust Deed consists of two pages. The agreements, conditions and provisions appearing on proce 2, the reverse side of this Trust Deed) are incorporated herein by reference and are hereby made a part hereof and shall be binding or the regagor, their heirs,	
Trans.	successors and assigns. Witness the hand and seal of Mortgagor the day and year first above written	
	Abrum F. Vran [SEAL] Tileen F. Vesic [SEAL]	
	Dennis J. Vesci Eileen F. Vesci	
ă.	STATE OF ILLINOIS) I	
	COUNTY OF COOK SS. a Notary Public in and for and residing in said County, in the State aforesaid P. HEREBY CERTIFY THAT	
	the foregoing Instrument, appeared before me this day in person and acknowledges.	
Salah salah	they signed, sealed and delivered the said Instrument as their flee act, for the uses and purposes therein set forth, including the release and well act.	
9	of homestead, GIVEN under my hand and Notarial Seal this 2 and day of 2	
1	MY COMMISSION EXPIRES OCTOBER 1, 1874 Notary Program	
de la	The Principal Instalment Note mentioned in the within Trust Deed has been identified herewith	
	R. E. No. REO 39363 JW The First National Bank of Chicago, Trustee, w	
25,76150		
	By Anti-Maple	1
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THE AGREEMENTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE HEREOF.

Mortgagor agrees to pay each item of indebtedness secured hereby, when due, according to the terms hereof.
 Mortgagor agrees,
 (a) to keep the premises in good repair and make all necessary replacements;
 (b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;

2. Mortgagor agrees,
(a) to keep the premises in good repair and make all necessary replacements;
(b) to restore or rebuild promptly any building or improvement now or hereafter on the premises which may become damaged or destroyed;
(c) to comply with all haws and municipal ordinances with respect to the premises and their use;
(d) to keep the premise are from lift of mortanics and materialmen, and from all other lieux, charges, or encumbrances prior (e) to permit the Turstee or holder(s) of the Note access to the premises at all reasonable times for purposes of inspection;
(f) not to do, nor permit to be done upon the premises, anything that might impair the value thereof the security conveyed hereby.

Mortgagor further agrees that no substantial repairs or remodeling of the premises shall be made unless the written consent of the Trustee or the holder(s) of the Note to pay in full the cost of such repairs or remodeling. Trustee is hereby authorized to apply the money so deposited either during the progress of such repairs or remodeling, or upon completion thereof.

3. Mortgagor agrees to pay promptly, and before any penalty attaches, all water rates, sewer charges, general and special taxes and assessments of any kind which may be levied, assessed, charged, or imposed upon the premises and to devite to Turstee, upon request, satisfactory evidence of such payment. Mortgagor, to prevent default hereunder, will pay in full, under protest in the manner provided by law, any tax or assessments which Mortgagor may desire to context.

4. Mortgagor agrees to maintain in force, at all times, fire and extended coverage insurance on the premises at their full insurable value, and also garces to carry such other bazard insurance as Trustee or the holder(s) of the Note and the policies evidencing appropriate renewal policy shall be dedivered to Turstee on to later than ten days prior to the exparation day of the propers.

5. In addition to the monthly installments of principal and interest payable under the terms of the No

- payment of any other indebtedness arising under " Nie or this Trust Deed; or in the Potto or this Trust Deed and shall on mue for a period of three days; then the following provisions shall apply:

 (a) All sums secured hereby shall, at the opti n of Trustee or the holder(s) of the Note, become immediately due and payable, without notice.

 (b) Trustee, or the holder(s) of the Note may imm diately foreclose the lien of this Trust Deed. The court in which any proceeding is pending for that purpose may, at one, or a any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without rever d to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regar to be then value of the premises, or the occupancy thereof as a homestead, appoint a receiver for the benefit of Tr stee or the holder(s) of the Note, with power to collect the rents, issues and profits of the premises, due and to become use during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premiss, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness use. Thereby or any deficiency decree.

 9. In any foreclosure of this Trust Deed, there shall be allowed and includer in the decree for sale, to be paid out of the rents, or the proceeds of such sale,

 (c) all other items advanced or paid by Trustee or the holder(s) of the rote pursuan this Trust Deed, with interest at eight percent per annum from the date of advancement, and

 (c) all other items advanced or paid by Trustee or the holder(s) of the rote pursuan this Trust Deed, with interest at eight percent per annum from the date of advancement, and

 (d) all other items advanced or paid by Trustee or the holder(s) of the rote pursuan this Trust Deed, with interest to title whic

of its, his or their own willful misconduct.

14. The agreements herein contained, shall extend to and be binding upon Mortgagor and any and all persons claiming by, throughout the same as if they were in every case named and expressed, and all the agreements herein shall bind them, both jointly and severally, and shall inure to the benefit of Trustee, its successors and assigns, and of the holder(s) of the Note.

15. Except as herein expressly provided to the contrary, no remedy or right herein conterted upon or reserved to the Trustee, or to the holder(s) of the Note is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right but each and every such remedy or right but each and every such remedy or or mission to exercise any remedy or right accuration of any other remedy or right provided to exclusion to exercise any remedy or right accuration of any other than a such remedy or right provided to the contract to be waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right any be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holder(s) of the Note.

of the Note.

16. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Trust Deed shall not affect the remaining portions of this Trust Deed, or any part thereof, and in case of any such invalidity, this Trust Deed shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

17. Trustee herein may at any time resign or discharge itself of and from the trust hereby created by a resignation in writing filed on the office of the Recorder (or Registrar) of the County in which this instrument shall have been recorded (or registered).

18. In case of the resignation, inability or retusal to act of The First National Bank of Chicago, as Trustee, at any time when its action hereunder may be required by any person entitled thereto, then the Chicago Title and Trust Company shall be and it is hereby appointed and made successor in trust to The First National Bank of Chicago, as Trustee, at any dime when the constitution of the County in the County of the County in the County in the County of the County of the County in the County in the County of the County in the County of the County in the County of the County of the County in the County of the County of the County in the County of the County of the County in the County of the County of the County in the County of the County of

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