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TRUST DEED

23 405 893

CTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made
Angelina Marchese

February 27,

1976, between Richard Marchese and

herein referred to as "Mortgagors," and

CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation doing business in Chicago, Illinois, 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

Ten thousand and 00/100-- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

National Bank of North Evanston and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from February 27, 1976 on the balance of principal remaining from time to time unpaid at the rate of Ten (10%) per cent per annum in installments (including principal and interest) as follows:

Ten thousand and 00/100-- Dollars on MAX. DEMAND. XXXX
XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXX
payment of principal and interest, if no sooner paid, shall be due on the DEMAND XXXXXX XXXXXX
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 10% per annum, and all of said principal and interest being made payable at such banking house or trust company in Evanston 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 National Bank of North Evanston in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations 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, do by these presents CONVEY and WARRANT into the Trustee, its successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situated, lying and being in the

COUNTY OF Cook AND STATE OF ILLINOIS.

TO WIT:

The South 33 Feet of Lot 7 in Block 4 in John J. Rutherford's addition to Chicago, being a subdivision of the North 1/4 of the South 1/4 of the North East 1/4 of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as: 2101 N. 74th Ave., Elmwood Park, IL

THIS INSTRUMENT WAS PREPARED BY

Robin S. Eakes
NATIONAL BANK OF NORTH EVANSTON
2051 Chicago Rd., Evanston, IL 60204

which with the property hereinafter described, is referred to herein as the "Premises."

TOGETHER WITH all improvements, tenements, fixtures, 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 are personal property and on a par with said real estate and are (ordinarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including, without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, inside and outside awnings, stores and water heaters. All of the foregoing are declared to be a part of said real estate whether the same is attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the mortgagors or their assigns or agents shall be considered as constituting part of the real estate.

THEM AND THEIR SUCCESSORS AND ASSIGNS, for the purpose aforesaid, to hold, use and enjoy, for the purposes and upon the uses and trusts herein set forth, the said rights and benefits under and by virtue of the Illinois Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors disclaim by express release and waives.

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.

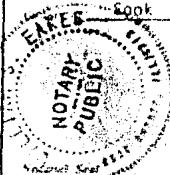
WITNESS the hand and seal of Mortgagors the day and year first above written.

x Richard Marchese *x Angelina Marchese* M.L.

STATE OF ILLINOIS

COOK

NOTARY PUBLIC



William S. Eakes

A Notary Public in and for the State of Illinois, in the State aforesaid, SOLEMNLY CERTIFY THAT

Richard Marchese and Angelina Marchese

do hereby acknowledge to me that the persons whose names are affixed to the foregoing instrument, appeared before me this day in person and in the manner that they signed, sealed and delivered the same before me on this day and witnesses are for the uses and purposes therein set forth.

Done under my hand and seal this 27th day of February 1976

William S. Eakes Notary Public

My commission expires Dec 31, 1979

23405893

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Page 2

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

3. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from encumbrance or other liens or claims for tenancy not expressly subordinated to the hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien 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 by requirement of law or municipal ordinance.

expenses of collection, including attorney's fees; and
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 receipts therefor. To prevent default hereunder Mortgagors shall pay in full indebt protest, in the manner provided by statute, any tax or assessment which Mortgagors may become liable for, contest.

¹ Mortgagors shall keep all buildings and improvements in good condition and repair, and shall not commit waste or damage thereto, and shall not do anything which would impair the value of the property mortgaged, and shall not do anything which would render the property subject to condemnation proceedings.

3. In case of default therefore, Trustee or the holders of the note may, but need not, make any payment or perform any act, from time required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest, or encumbrances, affecting any premises or interest of any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or forfeiture, affecting any premises or interest of any tax lien or other prior lien or title or claim thereto, all monies paid for any of the purposes herein authorized and all expenses paid or incurred in making any payment or performing any act as aforesaid, by Trustee or the holders of the note to protect the mortgaged premises and the herein listed prime reasonable compensation to Trustee, for such matters, amounting which action herein authorized, the amount shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of per annum, in the discretion 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 or nonpayment in the payment of the note.

5. The Trustee, or the holder of the note, hereby states making any payment hereby authorized relating to taxes or assessments, may do so according to his statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate of taxes or assessments.

Interest shall pay on the principal amount due in installments of principal and interest according to the terms hereof. At the option of the holder of this Note and without notice in Montgomery, all unpaid principal and interest accrued on this Note shall be paid by Trust Deed held notwithstanding the right in the Note or on this Note to the contrary, before due and payable, immediately in the event of making payment of any instalment of principal or interest on this Note, or by when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein.

contained in the note or Trust Deed shall become due whether by acceleration or otherwise, holders of the note or Trust Deed shall have the right to foreclose on the property described in the note or Trust Deed.

for close the bid herself. In any suit to foreclose the bid herself, 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 holder of the note for attorney's fees, Trustee's fees, appraiser's

fees, rentals, for down payment, and a expert evidence, stenographic charges, publication costs, and costs which may be estimated as to items to be expended after entry of the decree of processing all such abstracts of title, title searches and examinations, title insurance policies, Turtens certificates, and similar data

and assurances with respect to such a Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at 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 of this paragraph may be paid by the shall be charged against the Trustee or holder of the note in connection with (a) any proceeding, including arbitration at the rate of seven per cent per annum, when paid or incurred by Trustee or holder of the note in connection with (a) any proceeding, including

probate and bankruptcy proceedings to whom either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust died or any individual or family member or his representative at the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose hereof, who or not actually commenced or prepared for the defense of any threatened suit or proceeding which might affect the premises or the security hereof.

9. Upon default at any time after the filing of a bill of sale under this deed, the court in which such bill is filed may appoint a receiver of said premises, property and fixtures, or any part thereof, for sale, subject to notice, without trial, to the solvent or insolvent of Montreal at the time of such default.

application for such receiver and without regard to the date or time of the premises on whether the same shall then or ever be occupied as a home or not and the receiver hereunder may be appointed as such receiver. Such receiver will have power to collect the rents, issues and profits of said premises during the existence of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time in which Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits,

and all other powers which may be necessary or incidental in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Lessor from time to time may authorise the lessee to apply the net proceeds in his hands in payment in whole or in part of the sum due by him to the Lessor, or of any debt or charge or liability of the lessee to the Lessor, or of any tax, special assessment or other item which may be or become due prior to the date hereof or of such debts, provided such application is made prior to the foreclosure sale; (2) the assessment in case of a sale and deficiency.

(3) No action for the enforcement of the lease or of any provision herein 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 lease or by process herein secured.

11. Trustee or the holder 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 duty to examine the title, location, existence or condition of the property, or to inquire into the validity of the signatures or the identity, capacity or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power

the capacity or authority of the signatories on the part of trustee, nor shall they be compelled to render account to trustee or to exercise any power given under express obligation by the terms hereof, nor be liable for any acts or omissions of trustee in the exercise of his powers, except in case of willful neglect or misconduct on the part of trustee.

that this trust 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 note, representing that all indebtedness thereto, except as herein provided, has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee, or which conforms in substance with

the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release requested of the original trustee and his or her never placed its identification number on the note described herein, may accept as the note herein described my 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 may resign by instrument in writing filed at 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, the then Boarder of Deeds of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust thereafter shall have the identical title, powers and authority as were given Trustee, and any trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. Both Trustee and all persons claiming under him through Mortgagors and assigns of Mortgagors, shall be liable to the holder of this instrument, all persons liable for the payment of the indebtedness or any part thereof.

word "Manager" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof.

center when more than one note is used.

Office of the Secretary

...and the other side of the coin is that the same people who are most likely to be successful in business are also most likely to be successful in life.

IMPORTANT	Identification No.
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MAIL TO

Figure 1. The effect of the number of clusters on the classification accuracy.

PLACE IN RECORDED'S OFFICE BOX NUMBER _____

~~END OF RECORDED DOCUMENT~~