

# UNOFFICIAL COPY

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## TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 11, 1976, betweenJOHN J. ROMANELLI and SARAH ROMANELLI, his wife  
hereinafter 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 herein described, said legal holder or  
holders being herein referred to as Holders of the Note, in the principal sum of TWENTY-FIVE THOUSAND AND NO/100  
(\$25,000.00)Dollars, evidenced by one or more Instalment Note of the Mortgagors of even date hereof, 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 hereof at the rate of 8.75 per cent per annum in instalments as follows:Three hundred thirteen and 32/100 (\$313.32)Dollars or more on the 15th day of April 1976, and Three hundred thirteen and 32/100 (\$313.32)Dollars or more on the 15th day of each month thereafter until said note is fully paid except that the final payment of principaland interest, if not sooner paid, shall be due on the 11th day of March, 1986. All such payments on account of the  
indebtedness evidenced by said note to be first applied to interest or 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 9.5 per cent per annum, and all of said principal and  
interest being made payable at such banking house or trust company a Melrose Park, Illinois, at the holders of the note may, from time to time, in  
writing appear, and in absence of such appointment, then at the office of MELROSE PARK NATIONAL BANK 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 unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and

interest therein, situate, lying and being in the Village of Melrose Park,

COUNTY OF Cook

AND STATE OF ILLINOIS, to wit:

The South Half of Lot 7 and all of Lot 8 in Block 84 in Melrose, being a Subdivision  
of Lots 3, 4, and 5 of Superior Court Partition, a Subdivision of South half of  
Section 3, with all that part of Section 10, lying North of right of way of Chicago  
and Northwestern Railroad Company, in Township 39 North, Range 17 East of the  
Third Principal Meridian, in Cook County, Illinois.

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

TOGETHER with all improvements, fixtures, easements 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 purchased wholly and on a gross basis, old and new, update  
and not secondhand) and all apparatus, equipment or articles now or hereafter thereon on the above described land to support heat, gas, air and/or water, water  
and light power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screen doors, window  
shades, storm doors and windows, floor coverings, insulation, heating, cooling, slopes and major fixtures. All of the foregoing are declared to be a part of said  
real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed to the premises  
by the mortgagors or their heirs or assigns shall be considered as constituting part of the real estate.TO HAVE AND TO HOLD the premises above named the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts  
hereinafter set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and  
benefits are hereby expressly released and waived.The 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 of John J. Romanelli and Sarah Romanelli of Mortgagors the day and year first above written.

John J. Romanelli

SEAL

Sarah Romanelli

SEAL

SEAL

SEAL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
JOHN J. ROMANELLI and SARAH ROMANELLI, his wifewho are personally known to me to be the same persons who are described in the foregoing  
Instrument, appeared before me this day in person and acknowledged that theysigned, sealed and delivered the said Instrument as John J. Romanelli free and voluntary act, for the uses and purposes  
therein set forth, including the release of the Homestead.GIVEN under my hand and Notarial Seal this 11th day of March, A.D. 1976THIS DOCUMENT WAS PREPARED BY:  
RUTH RANZETTE, REAL ESTATE LOAN DEPARTMENT  
MELROSE PARK NATIONAL BANK  
MELROSE PARK, ILLINOIS 60160John J. Romanelli  
Notary Public

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 11 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 be damaged or destroyed; (2) keep said premises in good condition and repair; without waste, and free from mechanic's or other liens or claims for labor or expenses subcontracted to the fact hereto; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the fact hereto, 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 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 receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which may happen to become due to them.

3. Mortgagors shall insure 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 as 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.

In case of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 reduce from any tax rate or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes aforesaid and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holder of the note to protect the mortgaged premises and the fact hereto, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, 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 9.5 per cent per annum, fraction of Trustee or holders of the note shall never be considered as a waiver of any right to sue for the amount of any default hereunder on the part of Mortgagors.

4. 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 presented 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.

5. 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, (a) in this Trust Deed to the contrary, become due and payable (b) immediately in the case of default in making payment of any instalment 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 contained in the note.

6. 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 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 holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, costs of summary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as an item to be expended after entry of the decree of partition of all such abstracts of title, the services and retainers, general and special, of attorneys, certified and un-certified, so as to cover the amount of the sum due to be paid to the holder of the note more closely to its true value than the amount of the sum due to it or to evidence the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 9.5 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 such rights 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 title thereto, whether or not actually commenced.

7. 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 surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

8. 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to whether the same may be then demanded as a homestead or as a debt and the Trustee hereunder may be appointed as receiver and such receiver shall have power to collect the rents and issues of the said premises during the period for which such receiver is appointed and, in case of a sale and deficiency, during the full statutory period of redemption after there has been no sale, not, as during any further times when damages, 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, 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 in 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 fact hereof; (2) of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.

9. 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.

10. 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.

11. Trustee or the holders of the note shall have the right to examine the title, location, existence 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 the agents or employees of Trustee, and (12) to require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid in full. Trustee shall receive and deliver to the holder of the note all instruments held by it, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured 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 genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on my 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 and successors thereto.

14. Trustee at any time acting hereunder may resign by instrument in writing filed in the office of the Recorder of Real Estate Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, shall be Successor in Trust, and in case of its resignation, inability or refusal to act, the Successor of Daws of the county in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical 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 claiming in or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness, in any part thereof, whether or not both persons shall have executed the note of this Trust Deed.

16. The makers of this Trust Deed also agree to deposit with the holder of the Installment Note described herein § 12 of the annual balance of taxes each month.

### IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER  
AND LENDER, THE NOTE SECURED BY THIS  
TRUST DEED SHOULD BE IDENTIFIED BY THE  
TRUSTEE NAMED HEREIN BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been  
identified herewith under loan identification No. 5366

MELROSE PARK NATIONAL BANK, Trustee  
by Michael J. Zito  
Loans Department

D  
E NAME: MELROSE PARK NATIONAL BANK  
L 17th Avenue at Lake Street  
I  
S STREET: Melrose Park, Illinois 60160  
V  
C CITY:  OR  
Y  
INSTRUCTIONS  
RECORDERS OFFICE FILE NUMBER 668  
MELROSE PARK NATIONAL BANK

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

807 North 17th Avenue, Melrose Park, IL

RECORDED BY REGO CO. DOCUMENTS