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THIS INSTRUMENT
WAS PREPARED BY
ROBERT H. SNELL
50 SOUTH LASALLE STREET
CHICAGO, ILLINOIS 60690

TRUST DEED

23 429 715

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT, made MARCH 17, 19 76, between
CHARLES J. GARDELLA AND FRANCES M. GARDELLA, HIS WIFE
, herein referred to as "Mortgagors," and
THE NORTHERN TRUST COMPANY,

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an Illinois banking corporation located 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 FORTY-SEVEN THOUSAND AND 00/100 (\$ 47,000.00)

Dollars, evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at

the rate of 8.50% per annum in installments as follows:

THREE HUNDRED SEVENTY-EIGHT AND 00/100 (\$ 378.00)

Dollars on the 1ST day of MAY 19 76 and

THREE HUNDRED SEVENTY-EIGHT AND 00/100 (\$ 378.00)

Dollars on the 1ST day of each month thereafter until said Note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1ST day of APRIL 2001

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal and all of said principal and interest are to be made payable at such banking house or trust company in the City of Chicago, 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 The Northern Trust Company 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 agreement 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED

LOT 8 IN FOREST GLEN ADDITION, BEING A SUBDIVISION OF THE WEST 50 FEET OF LOT 6 ALL OF LOTS 7, 8 AND 9 ALSO 33 FEET LYING NORTH OF AN ADJOINING SAID LOT 7 AND THE WEST 50 FEET OF LOT 6 AND ALSO THE 33 FEET LYING SOUTH AND ADJOINING LOT 7 AND THE WEST 50 FEET OF LOT 6 ALL IN COUNTY CLERKS DIVISION OF THE SOUTH HALF OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 17, TOGETHER WITH THE EAST 33 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE SOUTH 33 FEET TAKEN FOR STREET, IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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

TOGETHER with all buildings, improvements, tenements, easements, 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 pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or 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, awnings, stoves and water heaters. 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 in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein 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 the Mortgagors do hereby expressly release and waive.

It is Further Understood and Agreed That:

- 1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which are damaged or destroyed; (b) keep said premises in good condition and repair, without water, and free from mosquitoes or other pests or things lawfully and properly exterminated at the time herein; (c) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien herein, and upon request furnish satisfactory evidence of the discharge of such prior lien to Trustee or to Holders of the Note; (d) cooperate with a reasonable time and expense in building new or at any time in process of erection upon said premises; (e) cooperate with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance or as authorized by the Holders of the Note.
- 2. Mortgagors shall pay before due maturity all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to Holders of the Note adequate receipts therefor. If personal default hereunder Mortgagors shall pay in full taxes provided in the manner provided by statute, and fee of assessment which Mortgagors may be liable to collect.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm and such other causes as contingencies at the Holders of the Note may require, under policies providing for protection by the Mortgagors, and shall upon written request, furnish to Trustee or to Holders of the Note adequate receipts therefor. All such insurance shall be in the name of Trustee or to Trustee for the benefit of the Holders of the Note, such receipts to be delivered by the Mortgagors to Trustee or to Holders of the Note, and to remain in their custody, including additional and renewal policies, to Holders of the Note, and to cease of insurance shall be given, such delivery required policies, and from time to time upon the respective order of application, in case of fire, Trustee may, but need not, collect and deposit for the premiums of any such insurance and shall not be bound to reimburse the Mortgagors therefor, whether due or not.

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4. In case Mortgages shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment or perform any obligations required of Mortgagee or any Surety and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on these mortgages, if any, and purchase, discharge, mortgage or sell any lot or other part hereof in full or part thereof, or foreclose from any lot or part thereof and premises or convey any lot or premises, all money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the Holders of the Note, shall be a first lien and priority over all other liens and mortgages, including any lien or mortgage, which shall be a lien in favor of the Holders of the Note as in this Trust Deed or the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of the Note shall remain in effect as a lien in favor of the Holders of the Note on account of any default hereunder on the part of Mortgagee.

5. Trustee or the Holders of the Note hereby authorized making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, fee, forfeiture, lien, lien or late or claim thereon.

6. Mortgagee shall not release any 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of the Note or (b) when default shall occur and continue for ten days in the performance of any other obligation of the Mortgagee herein contained.

7. 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 expenses and charges which may be paid or incurred by or on behalf of Trustee or Holders of the Note for attorney's fees, Trustee's fees, appraiser's fees, utilities for documents and a part of evidence, mortgagee's charges, publication costs and costs (which may be estimated as to amount) to be expended after entry of the decree of foreclosure of such indebtedness, title searches and examinations, postage, recording fees, interest on moneys, and other data and expenses with respect to title as Trustee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to defend against such suit, which may be had pursuant to such decree for the foreclosure of the indebtedness hereby secured and immediately due and payable, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness, 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, creditor 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 approval of such right 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 security hereof, whether or not actually commenced.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount 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 Mortgagee, their heirs, legal representatives or assigns, as the Court may order.

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 notice, without regard to the sufficiency of the Mortgagee as the party applying for the receiver and without regard to the then value of the premises or whether the same shall be then occupied as a residence at the time and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such suit, 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 when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and to hold all the powers which may be necessary or are usual in such cases for the protection, preservation, control, management and liquidation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply to the net proceeds of his operations in payment of whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed or any other special assessment or other debt which may be or become superior to the lien hereof or of such decree, provided such indebtedness is made prior to foreclosure hereof, or (2) a deficiency in case of a sale and deficiency.

9. Upon partial or total condemnation of the premises and upon demand of the Holders of the Note, the Mortgagee shall pay over to the Holders all or such portion of the proceeds thereof as may be demanded by the Holder, and all such proceeds so paid over shall be applied upon the principal secured interest of the Note as a lien in favor of the Holder and without premium or penalty.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party intervening with an action of law upon the note hereby secured.

11. 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 condition of the premises, nor shall Trustee be obligated to attend the Trust Deed or to exercise any power herein given, unless expressly obligated by the terms hereof, nor be liable for any act or omission in respect thereto, except in case of his gross negligence or willful neglect of the agents or employees of Trustee, and it may require independent satisfaction to a title certificate as given herein.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed 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, together with all the indebtedness hereby secured, has been paid, which release may be accepted as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as true the release herein described any note which bears a certificate of identification purporting to be executed by a predecessor Trustee, and which conforms in substance with the description hereof contained in the Note and which benefits to be executed by the persons herein designated as the parties thereto, and where the release is requested of a predecessor Trustee and it has never executed a certificate on any instrument identifying same as the Note described herein, it may accept as the genuine Note herein described any note which may be produced and which conforms in substance with the description hereof contained in the Note and which benefits to be executed by the persons herein designated as the parties thereto.

14. Trustee may resign by instrument in writing filed in 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 of said Trustee, Chicago Title and Trust Company, Chicago, Illinois, an Illinois corporation, shall be authorized to accept the duties and liabilities of Trustee, and the Recorder or Registrar of Titles of the county in which the premises are located shall be the Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through the individuals of any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

16. Without the prior written consent of the Holders of the Note, the Mortgagee shall not convey or encumber title to the Premises. The Holders of the Note may check to ascertain as provided in the Note for each of the covenants, and on the failure of such check after actual or constructive notice of such facts shall be construed as a waiver of acquiescence in any such conveyance or encumbrance.

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WITNESSETH that on this day and year first above written, Charles J. Gardezza (well known to me) and Frances H. Gardezza (well known to me) together with Robert H. Snell (well known to me) the undersigned, appeared before me this day in person and acknowledged that the foregoing instrument is their free and voluntary act, for the uses and purposes therein set forth, and that they release and waive the right of homestead.

STATE OF ILLINOIS
County of Cook
I, Notary Public in and for and residing in said County in the State of Illinois, DO HEREBY CERTIFY THAT CHARLES J. GARDEZZA AND FRANCES M. GARDEZZA, HIS WIFE

who ARE personally known to me to be the same persons, S, whose names S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the foregoing instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, and that they release and waive the right of homestead.

GIVEN under my hand a Notarial Seal this 23rd day of March 1978

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 instrument Note mentioned in the within Trust Deed has been identified herewith under Identification No. 323888 THE NORTHERN TRUST COMPANY, INC. by Robert H. Snell Annual Vice President

NAME THE NORTHERN TRUST COMPANY
STREET ATTN: VAL WISNIEWSKI
CITY 50 SOUTH LASALLE STREET CHICAGO, ILLINOIS 60690
INSTRUCTIONS OR 980
RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
10871 STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
915 FOREST GLEN EAST
MINNETKA, ILLINOIS 60093

END OF RECORDED DOCUMENT