UNOFFICIAL COPY

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	RGE 5. COLE* FORM N EGAL FORMS September			side	Ency A. Colina.	
# 3	TRUST DEED (Illinois) For use with Note Form 144. (Monthly payments including int		23 700			
AK O.	,			*2.	3700271	
5	The Above Space For Recorder's Use Only					
THIS INDEN' URE, made October 20, 1976 19 between JOSEPH J. MARZANO AND GAYLE L. MARZANO, HIS WIFE						
FIRST NATIONAL BANK OF EVERGREEN PARK herein referred to a "Tustee," witnesseth. That Whereas Martuagars are justly indebted to the local holder of a principal promisency note.						
herein referred to : "T ustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment wore of even date herewith, executed by Mortgagors, made payable to Bearer						
and delivered, in and by which no : Mortgagors promise to pay the principal sum of FORTY-FIVE THOUSANF A D NO/100(\$45,000.00)						
on the to be p	balance of principal remain is, ayable in installments as fol	g from time to time unpaid at the HOW. FIVE HUNDRED NIN	rate of 10 per ETY-FOUR AND 68/1	cent per annum, such prin 100 (\$594.68)-	cipal sum and interest	
on the 10th day of November 176, and FIVE HUNDRED NINETY-FOUR AND 68/100(\$594.68) bollars on the 10th day of each and every morn 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 20th day or Ctober 19 86; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and t ipaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of per cent per annum, and all such payments ting made payable at FIRST NATIONAL BANK OF EVERGREEN PARK						
or at such other place as the legal half of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without note. The principal sum remaining unpaid thereon, together with accrued interest thereon, shall						
or intere	at once due and payable, at the est in accordance with the tern d in this Trust Deed (in whic	e place of payment aforce don case us thereof or in case derail. I below the event election may be to a fe at an timent for payment, notice of dish	default shall occur in the p cur and continue for three v time after the expiration	ayment, when due, of any it days in the performance of a of said three days without	istallment of principal fany other agreement	
NOW THEREFORE, to secure the payment of the said princip (sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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 C. Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unto the Trust c, it or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and t in it the						
Mortgag Mortgag and all c	ors to be performed, and alsors by these presents CONVI of their estate, right, title and	so in consideration of the sum of EY and WARRANT unto the Trus I interest therein, situate, lying and	O. Dollar in hand paid to it or his successors a being in the	d, the receipt whereof is bound assigns, the following d	ereby acknowledged, escribed Real Estate,	
		COUNTY OF	COOK	AND STATE O		
The West 125.71 feet (except the South 17.0 feet thereof) of Lot 24 in Frederick H. Bartlett's Aero Fields being a subdivision of the South 20 acres of the East						
1/2 of the Northeast 1/4 of Section 33, Township '8 North, Range 13 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, casements, and appurtenances thereto belonging, an' all ants, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are p' deed primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter thereno, thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), an ventification, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, steves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached their to or not, and it is agreed that						
all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premise, by M agapors or their successors or assigns shall be part of the mortgaged premises. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the p reposes 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. Illinois, which said rights and benefits Mortgagors do hereby expressly releases and wait. This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of all a Trust Deed are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and s'all ac binding on						
Mortgago	rs, their heirs, successors and	assigns. fortgagors the day and year first a) 2	C	
	PLEASE PRINT OR TYPE NAME(S)	Joseph J. MARZA	NO (Seal)	CAYLE L. MARZANO	sylveo (Scal)	
	BELOW SIGNATURE(S)		(Seal)		(Seal)	
State of III	inois, County of Cook	ss., in the State aforesaid	I, DO HEREBY CERTI	rsigned, a Notary Public in :		
JOSEPH J. MARZANO AND GAYLE L. MARZANO, HIS MIFE personally known to me to be the same person. S. whose name S. are						
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their						
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.						
	er my hand the official scal		any or	ober	1976	
Commissio This instru	n expires 1 1 Commi	ission Expiration Date May 15, 19	79 - Vaca	was Wichard	Notary Public	
	31	101 W. 95th St.			00	
	(NAME ANTEN	versreen Park, 11.	ADDRESS OF PRO	DPERTY:		
	NAME First Valion	nal Bank of Evergreen Park	THE ABOVE ADDI	RESS IS FOR STATISTICAL	7,00	
MAIL TO:	310	Ol West 95th Street Ben Park, Illinois 60642	PURPOSES ONLY ATTRUST DEED SEND SUBSEQUENT	RESS IS FOR STATISTICAL NO IS NOT A PART OF THE TAX BILLS TO:	veni 2	
	CITY AND STATE	ZIP CODE			27 ENT NUMBER	
OP		BOX 223		(Name)	MBER	
OR	RECORDER'S OFFICE BO	JA INU		(Address)	~	

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE $_{\rm I}$ OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 the original or 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 Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required. Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior new obstances. If any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem for any it as all or for feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all exprases paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus ensembles compensation to Trustee for each matter concerning which action are can authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable will iout notice and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be consider. Trustee or holders of the note shall never be consider.
- 5. The Testee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any feat, satement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or no feet and feat assessment, sale, forfeiture, tax fien or title or claim thereof.

 6. Mortgagors shalf pay ach item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holder of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything it the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in consciously shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness her by second shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Triber's all have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a more age debt. In any smit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for saic all expenditures, a dexpenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fee, outly seed of documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be e, pendea after entry of the decree) of procuring all such abstracts of little, tille searches and examinations, guarantee policies. Torrens certificates, mol similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such s it o to evidence to bilders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In a dition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured here. I so in mediately due and payable, with interest thereon at the rate of eight per cent per annum, when paid or incurred by Trustee or holders of the not in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptey proceedings, to which either "b in shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparation for the defense of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or for preparations for the defense of any threatened suit or proceeding which might affect the premises or the
- 8. The proceeds of any foreclosure sale of the premises sha, 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 in ebt doess additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining ampaid; 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 complaint to foreclose this is stired, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after side, virhout notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the solvency of Mortgagors at the time of application for such receiver and without regard to to the ovalue of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such, ec iver. Such 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 and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any furth omes when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which are not as a such as a such as a superior to the first bands 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 lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case or a subject to any defense which would not
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shill 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
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable to me 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 Truste; be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be in he for any acts or omissions hereunder, except in case of his own gross negligence or missonduct or that of the agents or employees of Trustee, ...d he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfac ory endence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to an indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to an indebtedness secured has been paid, which representation Trustee may accept as trustee the principal note, representing that indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporate to be executed by a prior trustee the renormal prior trustee the release is requested or the principal note and where the release is requested of the original trust cand he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genume in the principal note described herein, he may accept as the genume in the principal note described by the persons herein described and which host herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been that the state of the state of

The Installment Note mentioned in the within FOR THE PROTECTION OF BOTH THE BORROWER AND, identified herewith under Identification No. LENDER, THE NOTE SECURED BY THIS TRUST DEEDFIRST Notices, Selfa Company of Park SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUSTEE BEFORE THE TRUSTEE BEFORE THE TRUSTEE T