## **UNOFFICIAL COPY**

23 905 949 11 1 2 11 9 27 ATT-67-77 36495, 0 775607770 A -- No TRUST DEED (Illinois) The Above Space For Recorder's Use Only 19 77 , between Anita K. Silvio Tambarrino April 22 THIS LADE: 11 JRE, made herein referred to as "Mortgagors," and Devon Bank, an Illinois Banking Corporation herein teferred to as 'tristee," witnesseth. That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment of ic. of even date herewith, executed by Mortgagors, made payable to Beater Thinois or at such other place as the legal hole or 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 notice, or pro-ipal sum remaining impaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforeon, it is not expected to the payment, when the, of any installment of principal or interest in accordance with the terms thereof or defame above a continue for three days in the performance of any other agreement contained in this Trind Deed (in which evern election may be made (an) time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of each or protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal \(\text{in}\) or money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trixt 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 De at it, hand paid, the receipt whereof is hereby acknowledged, and the performance of the covenants and agreements herein contained, by the CLU of Br (Edgeview COUNTY OF Cook AND STATE OF ILLINOIS, to wit: City of Bridgeview . COUNTY OF Cook AND STATE OF ILLINOIS to wit-E. 1/2 of Lot 39 in Frederick H. Bartlett's Harlem Average and 71st Street Farms First Addition being a Subdivision of the W. ½ of the N.E. ½ of the S. E. . of Section 25, Township 38 North, Range 12 East of the Third Principal Maridian THIS IT STILLING NEW PREPARED BY which, with the property hereinafter described, is referred to herein as the "premises."

\*\*TOGFTHER\*\* with all improvements, tenements, easements, and appartenances thereto belonging, and all refut, it all prome merein has formed during all such times as Mortgagos may be entitled thereto which rents, swiss and profits are pledged pile part, as I on a parity with said real existe and not secondarily), and all fixtures, apparatus, expuriment or the profits are pledged pile part, as I on a parity with said real existe and not secondarily), and all fixtures, apparatus, expuriment or centrally controlled, and ventualism, and an inconting the foregoing a control of the controlled of the controlled of the foregoing are declared and agreed to the controlled of the mortgaged premises whether physically attached thereto or not, and I is carreed that all buildings and additions and apparatus, equipment or articles hereafter placed in the premises who the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and trust is excessed. If AGE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and trust premises and benefits under and by sixtue of the Homestead Exemption Laws of the State of Illinois, which aid rights and hereits with Mortgagors of two pages. The covenants, conditions and problems appearing on page 2 (the reverse side of this Trust 1 ced) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set gut in full and shall be binding.

Witness the hands and scales of Mortgagors the day and year first above written. Anita K. Silvio Tambarrino (Seal) PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) (Seal) (Scal) (Scal) State of Illinois, County of Cook personally known to me to be the same person whose name 13 subscribed to the foregoing instrument, appeared before me this day in person, and acknowlcliged that S h ? signed, scaled and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. day of Charles 1927. ADDRESS OF PROPERTY: 7508 S.Octavia Bridgeview, Illinois Devon Bank THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS IRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

(Name)

Abby N. Western Avenue

CITY AND Chicago, Ill. ZIP CODE 60645

RECORDER'S OFFICE BOX NO. ....

MAIL TO:

ΩR

ADDRESS

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE 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 mechanics, leans or liens in favor of the United States or other liens or claims for hear on expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a hen or charge on the premises superior to the her hereof, and upon request exhibit satisfactory evidence of the discharge of such prior hen to I rustee or to holders of the mote, (5) complete within a reasonable time any buildings now or at any time in process of effection upon said premises, (6) comply with all requirements of law or municipal ordinances with respect to the premises and the ose thereof, (7) make no material sheritations 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
- 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, turnish to Trustee or to holders of the note the original or displacet receipts therefor. To present default hereinder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Unfragors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, highting and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or reparting the same or to pay in full 1.5 indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or destage to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard morrange clause to be attached to each on we add shall deliver all policies, inclinding 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, Trust c or she holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and man er o cented expedient, and may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and man er o cented expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, itsel area, compromise or settle any tax her or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting sany, act axis or axis or assessment. All moneys paid for any of the purposes herein authorized from any tax sale or forfeiture affecting sany, act axis or axis or assessment. All moneys paid for any of the purposes herein authorized and expenses paid or incurred in connection, they with, including reasonable attorities year, and any other moneys advanced by Frustee or the holders of the note to protect the mortgaged price with the fine thereof, this reasonable compensation to Trustee for each matter concerning which action bettern authorized may be taken, shall be so much additional indicateness secured hereby and shall become immediately due and payable without notice and with interest thereon at pre-rate of seven per cent per amount, faction of Trustee or holders of the note shall never be considered as a waiver of any right accruming to them or a constitution of the part of Mortgagors.
- 5. The Trustee of the holders of the note hereby seem of raiking any payment hereby authorized relating to taxes of assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without impury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, so a forfeiture, tax hen or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness berein men' on 3, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without not ce to 1/2 (agors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to 2/2 (array), become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for the days in the performance of any other agreement of the Mortgagors berein contained.
- herein contained.

  7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the len bereof and also shall have all other rights provided by the laws of Hilmoss for the entrocement of a mortgage debt. In any suit to foreclose the len's feet, there shall be allowed and included as additional in all Hilmoss for the entrocement of a mortgage debt. In any suit to foreclose the len's feet, there shall be allowed and included as additional in the decree ton sale all expenditures and expenses which may be paid of mer ried by or on behalf of Trustee or holders of the note for advances (feet, Trustee's feet, appraisates's feet, outlass ton documentary and expense the enorgatiphics' charges, publication costs and costs (such may be estimated as to items to be expended after entry of the decree of procuring if yeth abstracts of title, full searches and examinations, guarantee policies. Touries certificates, and similar data and assurances with terporal to be a structure or holders of the interior of the interi
- and premises of the security nereor, whether or not actually commenced.

  8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following arder of priority: First, on account of all costs and expenses includent to the foreclosure proceedings, including all such tients as are mentioned in the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced, y are some hereby secured, with respect thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mosagag is 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 Trust Deed, the Court in which such complaint shield may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the sciency or insolvency of Mortgagous at the time of application for such receiver and without regard to the then value of the premises or whether the san. Said be then occupied as a homeolead or not and the Trustee hereunder may be appointed as which receiver. Such receiver shall have power to affect the rents issues and profits of said premises during the pendency of sinch foreclosure suit and, accesse of a sale and a deficiency, during he full statutory bestud for redemption, whether there he redemption of not, as well as during any further times when Mortgagous, except for the intervaling of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or 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 of me may authorize the receiver to apply the net income in his hands in payment in which may be or become superior to the lien hereof or at six decree to receiving this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or at six decree, provided such application is made prior to foreclosine sale. (2) the delicency in case of a sale and deficiency.
  - 10. No action for the enforcement of the hen of this Trust Deed 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.
  - 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 per-
  - 12. Trustee his no diffy to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed on to exercise any power berein given indexs expressly obligated by the terms hereof, nor be hable for any acts or omissions bereinder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfaction to him before exercising any power herein given.
  - 11. Trustee shall release this Trust Deed and the hen 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 fusive the principal 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 aims note which bears a certificate of identification purporting to be executed by a prior trustee hereindeer or 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 the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which onlongs in substance with the description herein contained of the principal note herein described any note which may be presented and which onlongs in substance with the description herein contained of the principal note herein described any note which may be presented and which onlongs 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 fille, powers and authority as are herein given Trustee, and any Trustee or successor is 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

IMPORTANT
FOR THE PROTECTION OF BOTH THE BOLROWER AND TENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE HID INTELLED BY THE TRUSTEF, BEFORE THE TRUST DEED IS FILLD FOR RECORD.

identified herewith under Identification No

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END OF RECORDED DOCUMENT

