

# UNOFFICIAL COPY

## TRUST DEED

23 127 350

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made

June 20, 1975 , between

Mr. Ronald R. Rodaghiero  
, herein referred to as "Mortgagors," and

THE NORTHERN TRUST COMPANY,

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 **Nine thousand six hundred eighty-nine and 40/100 (\$9,689.40)** 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 ~~XXXXXX~~ from date hereof on the balance of principal remaining from time to time unpaid at the rate of **7 1/2** per annum in installments as follows: **One hundred sixty-one and 49/100 (161.49)**

Dollars on the **5th** day of **August, 1975** and **One hundred sixty-one and 49/100 (161.49)**

Dollars on the **5th** 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 **5th** day of **July 1980**.

All such payments on account of the indebtedness evidenced by said Note are to be applied to the unpaid principal balance ~~XXXXXX~~ 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 at 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, situated and being in the COUNTY OF

**COOK**

AND STATE OF ILLINOIS, to wit:

Lot Eight (8) in the Subdivision of Lots One (1) to Six (6) inclusive in Block Two (2) in Henry Q. Foreman's Subdivision of Block Two (2) of J.D. Labner's Subdivision of that part of the West half (W $\frac{1}{2}$ ) of the South half (S $\frac{1}{2}$ ) of the North East quarter (NE $\frac{1}{4}$ ) lying North of the right of way of the Chicago and Northern Pacific Railroad and that part of the South half (S $\frac{1}{2}$ ) of the East half (E $\frac{1}{2}$ ) of the North West quarter (NW $\frac{1}{4}$ ) lying North of said right of way and East of the Easterly line of DesPlaines Avenue in Section 13, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County.

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 (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for hire not expressly subordinated to the Note hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the Note, including taxes, assessments, water charges, gas, electric, telephone and other bills, and any other charges which may become due within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance, without the written consent of the Trustee.

2. Mortgagors shall pay before any penalty attaches all general 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. The present value of the hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may be liable to contribute.

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 hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance 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 renewals, to the Trustee to be held by the Trustee to expire shall receive renewal policies not less than ten days prior to the respective dates of expiration. In case of loss, Trustee may, but need not, collect and receipt for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whether due or not.

# UNOFFICIAL COPY

4. In case Mortgagors 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 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, any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim of record, or any other claim, right, title or interest affecting said property or of either attorney's fees or expenses of attorney or of the parties herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and any other monies advanced by Trustee or the Holders of the Note to protect the mortgaged premises and the hen herein, 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 same rate of interest per annum as is provided for said principal indebtedness. Action of Trustee or Holders of the Note shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of Mortgagors.

5. Trustee or the Holders of the Note hereby agree, in making any payment hereby authorized relating to taxes or assessments, may do so according to their best judgment, notwithstanding any estimate or opinion of value or other information or inquiry into the accuracy of such bill, statement or estimate or of any tax, assessment, sale, forfeiture, tax, lien or title or claim thereof.

6. 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 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 principal or interest on the Note; or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors 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 hen herein. In any suit to foreclose the hen herein, 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, appraiser's fees, surcharges for documents, stamp duties, charges for publication, court costs (which may be estimated as to items to be included), attorney's fees for the defense of any suit or action, all costs of collection, including reasonable compensation to attorney or police, for services rendered, and 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 suit or to evidence to bidders any sale which may be had pursuant to such decree that the condition of the title to or the value of the premises. All expenditures and expenses herein mentioned shall become part of the 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, notwithstanding any provision 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 of the premises or for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may require.

9. If, on, 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 appointment for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, the trustee hereinafter appointed as such receiver shall have power to collect the rents, issues and profits of said premises during the period of such foreclosure, and, in case of a sale and a deficiency, to collect the rents, issues and profits of said premises after the redemption, or not, as well as during any further times when Mortgagors, 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 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 to the net income in his hands for the payment of all debts on account of the indebtedness secured hereby, to be my debt, in foreclosing this Trust Deed, or any tax, school assessment or other debt which may be or become superior to the hen herein or of such decree, provided such application is made prior to foreclosure sale.

10. Upon sale or total condemnation of the premises and upon demand of the Holder of the Note, the Mortgagor shall pay over to the Holder 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 or accrued interest of the Note as may be elected by the Holder and without premium or penalty.

11. No action for the recovery of the hen of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in a action at law upon the note hereby secured.

12. 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.

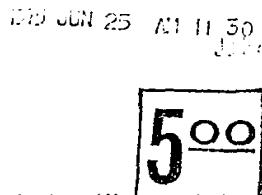
13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct of that of the agents or employees of Trustee, and it may require indemnity satisfactory to it before exercising any power herein given.

14. Trustee shall release this Trust Deed and the hen thereto by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid and satisfied, except as otherwise provided to the end of the request of any person who may have a right before or after the date of this instrument to the hen. "Sole" representing that all indebtedness secured by this instrument has been paid, and "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 (a) is a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms substantially with the description herein of the Note, and which purports to be executed by the persons herein designated as to whom the Note is payable, and which is delivered to the successor trustee, and (b) which purports to contain a certificate containing substantially the same description herein of the Note and which purports to be executed by the persons herein designated, any note which may be presented and which conforms in substance to the description herein contained of the Note and which purports to be executed by the persons herein designated as makers thereof.

15. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which the instrument shall have to be recorded, or filed. In case of the resignation, inability, or refusal to act of Trustee, Chicago Title and Trust Company, Chicago, Illinois, or Illinois, or another company having full power to execute and deliver a successor instrument to act at the request of any person who may have a right before or after the date of this instrument to the hen, "Sole" representing that all indebtedness secured by this instrument has been paid, and "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 (a) is a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms substantially with the description herein of the Note, and which purports to be executed by the persons herein designated as to whom the Note is payable, and which is delivered to the successor trustee, and (b) which purports to contain a certificate containing substantially the same description herein of the Note and which purports to be executed by the persons herein designated as makers thereof.

16. This Trust Deed and all provisions hereof, shall stand 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 liable for the payment of the indebtedness, or any part thereof, whether or not such persons shall have executed the Note or this Trust Deed.

17. Without the prior written consent of the Holders of the Note, the Mortgagors shall not convey or encumber title to the Premises. The Holders of the Note may elect to accelerate as provided in the Note for breach of the covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.



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

STATE OF ILLINOIS . . .  
I, JOSEPH F. VOSTREY, JR., a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT  
County of DUNNICKER  
NOTARY PUBLIC  
DU PAGE COUNTY

I, personally known to me to be the same person whose name is . . ., subject to the foregoing instrument, appeared before me this day in person and acknowledged that . . . signed, sealed and delivered the instrument as . . . free and voluntary act, for the uses and purposes therein set forth, including the . . . and waiver of the right of homestead.

GIVEN under my hand a Notarial Seal this 24th day of JUNE, A.D. 1950.

JOSEPH F. VOSTREY, JR.  
Notary Public  
DUNNICKER, IL  
60120

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 Instalment Note mentioned in the within Trust Deed has been identified  
herewith under Identification No. . . .  
THE NORTHERN TRUST COMPANY, as Trustee,

by  
Leona Harbison  
Personal Banking Officer

The Northern Trust Company Bank  
Attention: Mr. G. P. Harbison  
1 South LaSalle Street  
Chicago, IL 60690

601 Thomas, Forest Park,  
Illinois, 60130

OR  
REORDER'S OFFICE BOX NUMBER  
920

END OF RECORDED DOCUMENT