

UNOFFICIAL COPY

COCA-COLA
FILED FOR

*23181003

TRUST DEED
AUG 8 12 31 PM '75 23 181 033

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made **August 7, 1975**, between
TERESA MANNOZZI, A. Widow
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 herein referred to as Holders of the Note, in the principal sum of **TWELVE THOUSAND AND NO/100-----Dollars**,
(\$12,000.00)
evidenced by one certain Instalment Note of the Mortgagors of even date herewith, 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 unpaid at the rate of **8.75** per cent per annum in installments as follows:
Two hundred forty-seven and 65/100-----(\$247.65)-----
Dollars on the 1st day of October 1975 and Two hundred forty-seven and 65/100-----(\$247.65)
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 **7-27** day of **August 1980**. All such payments on account of the
indebtedness evidenced by said note to be first applied to accrued on 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 in Melrose Park, 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 **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 covenants 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 for 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 CITY OF Cook** AND STATE OF ILLINOIS,
to wit:

**Lots 46 and 47 in Block 105 in Melrose, in the North East quarter of Section 10,
Township 39 North, Range 12, 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, 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 prima facie and in a parity with said real estate,
and not secondary) 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, interior and exterior structures, fixtures, furniture, and other chattels of whatsoever kind are declared to be a part of said
real estate, whether or not actually attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereinafter 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, wherein said rights and
benefits the Mortgagors do hereby expressly release and waive.

The trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (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 **TERESA MANNOZZI** and seal of Mortgagors the day and year first above written.

23 181 033

X Teresa Mannozzi (SEAL) **TERESA MANNOZZI, A Widow** (SEAL) **TERESA MANNOZZI, A Widow** (SEAL)

STATE OF ILLINOIS
County of SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
TERESA MANNOZZI, A Widow

is personally known to me to be the same person whose name is subscribed to the foregoing instrument,
and appeared before me this day in person and acknowledged that she signed, sealed 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.

GIVEN under my hand and Notarial Seal this **8-8** day of **August**, **A.D. 1975**

Ruth Bandister
Notary Public

THIS DOCUMENT WAS PREPARED BY
RUTH BANDISTER, REAL ESTATE LOAN DEPARTMENT
MELROSE PARK NATIONAL BANK
MELROSE PARK, ILLINOIS 60160

Notary Seal

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF 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 become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste and free from黒echnical or other items or claims for hire money, taxes, assessments, rents, interest to be paid by them, or pay when due and collectable, amounts to be secured by a lien on the property upon which the same are levied, and upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (3) complete 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.

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. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which may become due and payable.

3. Mortgagors shall keep 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 in 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 at least twenty days prior to the respective dates of expiration.

In case of default thereon, Trustee or holder may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form of manner deemed expedient, and in doing so, but need not, take full or partial payment of principal or interest, or premium, or any sum or sums advanced by holder, discharge, compromise or settle any tax bill or other prior lien or title or claim thereof, or reduce from any tax sale or foreclosure affecting and forecloses or contest any tax or assessment. All monies paid for any of the purposes authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged premises and the same, shall, 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** per cent per annum. Judgment of Trustee or holders of the note shall never be considered as a waiver of any right, according to him or them, to a trial by jury.

The Trustee or the holders of the note hereby secured making any payment or doing hereby authorized relating to taxes or assessments, may do so according to any full statement or estimate measured from the appropriate public office without regard to the accuracy of such bill, statement or estimate or to the validity of any law, as a general rule, forfeiture, tax bill 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, so far as the same, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note; (b) when default shall occur and continue for thirty days in the performance of any other agreement of the Mortgagors contained herein.

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 hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid, or may be incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentation and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to (a) Trustee or holders of the note may deem to be reasonable, necessary either to prosecute such suit or to evidence to buyers and sellers which may be had pursuant to such decree the true condition of the title to or the value of the property; (b) all costs and expenses in the course of the trial of the litigation mentioned shall become so much additional indebtedness secured hereby, immediately due and payable with interest thereon at the rate of **9** 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 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 hereon, 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 where necessary, attorney's fees when held pursuant to such decree, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, an 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 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 solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises. Whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said property, to collect the principal and interest due and accrued, and to sell and a defendant during the 45 day period of redemption, whether there be redemption or not, as well as during any longer time when required by a court of competent jurisdiction, such receiver to be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are used 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 any feecees foreclosing this trust deed, or any tax, special assessment or other item which may be or become superior to the lien hereof or of such fees; provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. 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.

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 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 it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien hereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed and the lien hereon has been paid and satisfied, and that the note and all other documents relating thereto shall either before or after maturity thereof, be set aside and delivered to the maker or his heirs, executors, administrators, successors or assigns, or to the person or persons to whom the same may be transferred, and that the 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 previous 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 maker thereof, and where the release is requested of the original 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 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 as makers thereof. Trustee shall not be bound by any act of the maker or his heirs, executors, administrators, successors or assigns, in which the 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 Recorder of Deeds of the county in which said property is situated shall be such Successor in Trust. Any Successor in Trust hereunder shall have the identical title, 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 under or through Mortgagors, and the word "Mortgagors" when used hereon shall include all such persons and all persons liable for the payment of the indebtedness, at any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

16. The Makers of this Trust Deed also agree to deposit with the holder of the Instalment Note described herein 1/12 of the annual real estate 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 Instalment Note mentioned in the within Trust Deed has been identified herewith under loan identification No. **5369**

MELROSE PARK NATIONAL BANK as Trustee,

by **John Doe**, Vice Chairman of the Board

D

E

NAME

MELROSE PARK NATIONAL BANK
17th Avenue at Lake Street
Melrose Park, Illinois 60160

L

I

S

V

E

R

R

Y

CITY

STREET

OR

130 North 18th Avenue, Melrose Park, Ill.
60160

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER 669
MELROSE PARK NATIONAL BANK



END OF RECORDED DOCUMENT