UNOFFICIAL COPY

	SEORGE E. COLE® FORM LEGAL FORMS May	. No. 286 1969 23 201	b 005			nin kinin kini
- V / V	TRUST DEED (Illinois For use with Note Form 1 (Monthly payments including i	., a	- 1 ## `75		Machine of the con-	ner Natio
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r <u> </u>	THIS INDENTURE, made August 23 19 75 between Joseph W. DISomma and Maria A. DISomma, his wife herein referred to as "Mortgagors," and Bank of Commerce in Berkeley					
lo	herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal company note, termed "I sala lment Note," of even date herewith, executed by Mortgagors, made payable to Bearer					
- اه زیا در	and delivered, in and by which note Mortgagora promise to pay the principal sum of Thirty-Five Thousand					
or sc b	n the 15† day of each rad coner paid, shall be due on the cy said note to be applied first to f said installments constituting	1ST day of accrued and unpaid principal, to the ext	fter until said note is October x I interest on the unpatent not paid when d	fully paid, except that the 2000all such paymer id principal balance and t ue, to bear interest after	final payment of principal and its on account of the indebte- he remainder to principal; the the date for payment thereof	d interest, if not dness evidenced portion of each , at the rate of
bi or co	or at such other place as the legal holder 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 who it notice, the principal sum remaining unpaid thereon, together with secrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event exact, may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.					
M	NOW THEREFORE, to secure the payment or the side orincipal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this true. Leed, and the performance of the covenants and agreements herein contained, by the Mortgagurs to be performed, and also in consideration entering the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagurs by these presents CONVEY and WARRAN's not the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, by and being in the VIIIage of Berkeley. COUNTY OF COOK AND STATE OF ILLINOIS, to wit:					
	Lot 3 in Warren Swiech Resubdivision of Lots 10 through 14, inclusive (except the North 120 feet of said Lots), and Lot 15 (except the North 175 feet thereof) in Block 1 of Robertson and Young's Stratford, a subdivision of the West 9.48 Chains of the Southeast quarter, and the East 70 rods of the Southwest quarter of Section 7, Township 39 North, Range 12 East of the Third Principal Meridian, 'ying North of the right-of-way of the Chicago and Great Western Railroad, formerly known as the Minnesota and Northwestern					
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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 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 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.

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, 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 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 I rustee for the honeit 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, I rustee or the holders of the note may, but need not, make any payment or perform any act hereinheline 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 pitor encumbrance, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sub or infeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses performed in connection therewith, including reasonable attorneys feee, and any other moneys advanced by Trustee or the holders of the note to voiced the mortgaged premises and the lien hereof, 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 seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiter famy right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or th. holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, status or or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the valuit of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each iter of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the puripal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, not withstanding anything in 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 case 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 securid s' all 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 lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and repen's which may be paid or incurred by or on behalf of Trustee or holders of the note for atturneys' fees, presser's fees, outlay for d cumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended a firer 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 title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders 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 addition, are penditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediaty due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred thy Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust to proceed a not proceeding to the preparations for the companient of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or

8. The proceeds of any foreclosure sale of the premises shall be district ed ind 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unit advourth, 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 Trust Deer, th. Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, with at rotice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value. If the premises or whether these meshall 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 premises during the pendency of such feveclosure suit and, in case of a life and a deficiency, during the full statutory period for redemption, whether there be 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 the net income in his hands in payment in which or in part of (1) The such haddens secured hereby, or hy any occure functions in publication is made prior to foreclosure sale, (2) the deficiency in case of a sale and device cy.

10. No action for the enforcement of the lien 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.

1). 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 le obli lated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any extract ormisions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and 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 satisfactory evidence and 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 principal note, representing that all indept occess hereby secured has been paid, which representation Trustee may accept as true without Inquiry. Where a release is requested of a successor fusitee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder 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 and which purports to be executed by the persons herein described 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 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 he 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.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SICURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTER, BEFORE THE TRUST DEED IS FILED FOR RECORD

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. 900326

Bank of Commerce in Berkeley

Trustee

END OF RECORDED DOCUMENT

23 206 005