

UNOFFICIAL COPY

TRUST DEED (Hinged)  
For use with Form 1000  
Including payments including interest

23 390 354  
FEB 17 1976

RECORDING OFFICE  
COUNTY CLERK'S OFFICE

FEB-17-76 141752 • 23390354 - A --- Rec 10.00

The Above Space For Recorder's Use Only

THIS INSTRUMENT made February 12 19 76 between James J. Mutoni and Mary Mutoni,  
his wife herein referred to as "Mortgagors," and  
Devon Bank, an Illinois Banking Corporation herein referred to as "Mortgagee."

herein referred to as "Trust Deed," witnesseth That, Whereas Mortgagors are duly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Devon

and delivered, in and by which said Mortgagors promise to pay the principal sum of Five Thousand Four Hundred Twenty Eight and 40/100 Dollars, and interest from February 12, 1976 on the balance of principal remaining from time to time unpaid at the rate of 6.0 per cent per annum, such principal sum and interest to be payable in installments as follows: Ninety and 48/100 Dollars on the 15th day of March 19 76, and Ninety and 48/100 Dollars on the 15th day of each and every 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 15th day of February 19 81, all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid 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 7.0 per cent per annum, and all such payments to be payable at Devon Bank, 6445 N. Western Ave., Chicago, Ill.

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 without notice to the Mortgagors, the principal sum remaining unpaid thereon, together with accrued 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 election may be made at any time after the expiration of said three days, without notice), and that all parties thereto irrevocably waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal 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 of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unto the Mortgagee, his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being, in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 3 in Block 2 in Subdivision of South 1/2 of Block 13 in Canal Trustees Subdivision of the West 1/2 of Section 5 Township 39 North Range 14, East of the Third Principal Meridian.

THIS INSTRUMENT WAS PREPARED BY  
James J. Mutoni  
Devon Bank  
6445 N. Western Ave., Chicago, Ill.

10.00

which, with the property hereinafter described, is referred to as the "premises," TOGETHER with all improvements, tenements, easements and appurtenances thereto belonging, and all rents, issues and profits thereon (in so long and during all such times as Mortgagors may be entitled thereto) (which rents, issues and profits are placed primarily and as a priority with said real estate and not secondarily), and all fixtures, including equipment or articles now or hereafter thereon (if fixtures used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or generally controlled), and venting (including without limitation the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, radiator tanks, stoves, and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises, whether physically attached thereto or not, and it is agreed that all buildings and structures and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, or to his successors and assigns, forever, for the purpose, to, to wit: upon the one hand and to hold the same 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 Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 also covers title of the 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 shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written  
James J. Mutoni (Seal) Mary Mutoni (Seal)  
James J. Mutoni Mary Mutoni

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James J. Mutoni and Mary Mutoni, his wife personally known to me to be the same person or whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she 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.

Witness my hand and seal this 13th day of February 19 76  
James J. Mutoni (Seal) Mary Mutoni (Seal)

MAIL TO  
NAME: Devon Bank  
ADDRESS: 6445 N. Western Ave.  
CITY AND STATE: Chicago, Ill. ZIP CODE: 60645  
RECORDED'S OFFICE BOX NO.

ADDRESS OF PROPERTY:  
1222 N. Cleopatra St.  
Chicago, Illinois  
IT'S ANOTHER DAY'S LIFE SAVING PLAN  
OWNER'S NAME AND ADDRESS CAN BE ADDED TO  
RECORDING OFFICE

# UNOFFICIAL COPY

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 THESE BEGIN:

1 Mortgagees 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' liens or liens in favor of the United States or other liens or claims for less 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 furnish 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.

2 Mortgagees shall pay before any penalties attach, 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 furnished to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any lien or assessment which Mortgagees may desire to contest.

3 Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and accidents 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 at companies satisfactory to the holders of the note, under insurance policies, 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 shall to certify that the fire and lightning policies are not less than ten days prior to the respective dates of expiration.

4 In case of default thereof, Trustee or the holders of the note may, but need not make any payment or perform any act heretofore required of Mortgagees, in any form or manner, deemed expedient and may, but need not, make full or partial payment of principal or interest on prior mortgages, liens or claims, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale by foreclosure affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses 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 mortgage premises and the lien hereof, plus reasonable compensation to Trustee for such moneys advanced which actions herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice or demand thereon at the rate of seven per cent per annum. Trustees or holders of the note shall never be considered as waiving or releasing their right to account for their act or default hereunder on the part of Mortgagees.

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

6 Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagees, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding 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 Mortgagees 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 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 an 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 attorney's fees, Trustee's fees, expenses for making, copying, recording or recording evidence, stamp duty, charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, surveys, certificates, and similar data and expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to avoid such suit, and in any suit which may be had pursuant to such decree the true and just value of the title or the value of the premises. In addition, all reasonable costs and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum when paid or incurred by Trustee or holders of the note in connection with any such action, suit or proceedings, including but not limited to preparing and prosecuting proceedings in 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 in preparation for the commencement of any suit for the foreclosure hereof after receipt of such right to foreclose whether or not actually commenced, or in preparation 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, an amount of all costs and expenses incident to the foreclosure proceedings, including all such costs as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness subject to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid, less in any surplus to Mortgagees, 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 is filed may appoint a receiver of said premises, such appointment may be made either before or after sale, without notice or demand regard to the validity or invalidity of Mortgagees at the time of application for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead in use 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 foreclosure suit and, in case of a sale and a deficiency, during the full term of the period for redemption, whether there be redemption or not, as well as during any further term when litigation is pending for the satisfaction of such receiver, would be entitled to collect such rents, issues and profits, and all other proceeds which may be due or payable in any such case for the protection, preservation, control, management and operation of the premises during the whole of said period. The court from time to time may substitute the receiver in any of the duties herein provided for in whole or in part of: (1) The real estate 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, providing 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 of this Trust Deed or of any provisions hereof shall be subject to any defense which would not be good and available to the party intervening herein in an action of 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 occasions and shall be permitted for that purpose.

12 Trustee has the duty to examine the title location, existence or condition of the premises, nor shall Trustee be liable in any manner for the Trust Deed or to exercise any power hereof given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require any satisfactory evidence 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 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 tender before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept or refuse without liability. When release is requested of a mortgagee holding such mortgage, Trustee may accept the same and hereby discharge any and all other persons, a certificate of satisfaction pertaining to be executed by a grant broker hereunder or which conforms in substance with the description herein contained of the principal 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 he never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the person principal note 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 person herein designated as maker thereof.

14 Trustee may cause by instrument in writing filed in the office of the Recorder or Register of Tolls 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 his Successor in Trust and in the event of his death, resignation, inability or refusal to act, the then Recorder or Register of the county in which the premises are situated shall be named 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 Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and in person or in person or in person or in person of the individuals or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

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23 390 354

IMPORTANT FOR THE PROTECTION OF BOTH THE DEBTORES AND CREDITORS, THIS INSTRUMENT SHOULD BE RECORDED IN THE TRUST DEED RECORDS IN THE COUNTY OF COOK, ILLINOIS.

The Investment Note mentioned in the other Trust Deed has been identified hereunder under Identification No. \_\_\_\_\_

COOK COUNTY RECORDER OF DEEDS