

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Richard A. Olson*  
RECORDED FOR DEED

TRUST DEED

24 464 450

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MAY 25 1978 1 43 P

THE ABOVE SPACE FOR RECORDERS USE ONLY

MAY 25 1978 6 29 781K

THIS INDENTURE, made May 10 1978, between

LINDA C. SCAMARDO, a single person

herein referred to as "Mortgagors," and

FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK

an Illinois banking corporation doing business in Oak Brook, 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 TWENTY ONE THOUSAND SEVEN HUNDRED and no/100-----Dollars (\$21,700.00) evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the order of

FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK and delivered, in and by which said Note the Mortgagors promise to pay said principal sum plus simple interest from at the rate of 9 per cent per annum in instalments of principal and interest as follows: ONE HUNDRED EIGHTY-TWO and 11/100-----Dollars (\$182.11),

on the 15th day of June 1978 and a like amount of money on the 15th 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 15th day of May 1983 and the principal of each instalment unless paid when due shall bear interest at the rate of 10 per cent per annum and all of said principal and interest being made payable at such banking house or trust company in Oak Brook, 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 FIRST NATIONAL BANK & TRUST COMPANY OF OAK BROOK in said Village.

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 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, 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 River Forest, County of Cook AND STATE OF ILLINOIS to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS INSTRUMENT WAS PREPARED BY MARTIN L. GREENBERG, c/o NEIMAN & GRAIS, 221 N. LaSalle Street, Chicago, Illinois 60601.

17.00

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 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, shades, storm doors and windows, floor coverings, ladder beds, sawnicks, 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 on 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, whose said rights and benefits the Mortgagors do hereby expressly release and waive.

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

..... [SEAL] *Linda C. Scamardo* [SEAL]  
Linda C. Scamardo [SEAL]

STATE OF ILLINOIS )  
I, *Martin L. Greenberg*  
Notary Public in and for and residing in said County, in the State aforesaid, do HEREBY CERTIFY THAT  
County of *Cook* ) Linda C. Scamardo

who IS personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she delivered the said instrument as her free and voluntary act for the uses and trusts herein set forth including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 10th day of May 1978  
MARTIN L. GREENBERG  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JAN. 21 1981  
MEMBER THROUGH ILLINOIS NOTARY ASSOC

BOX 533

24 464 450

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 mechanics or other liens or claims for labor not expressly subordinated to the lien hereof. (3) 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. (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (6) 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, and shall pay special taxes, special assessments, water charges, sewer rates, fire 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 Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss of damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or rebuilding the amount of loss or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurable policies payable in the event of loss of 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 about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or performance and act for the benefit required of the mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the mortgage, or purchase, discharge, compromise, if any, and purchase, discharge, compromise, if any, and purchase, discharge, compromise, if any, of any tax lien or other prior lien or title or claim thereon, or redeem from any sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein and for all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagors and the lien hereof, plus reasonable compensation to Trustee for such matter concerning the lien hereof 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 10% per cent per annum, the lien of Trustee or holders of the note shall in no event be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may, but need not, extend the period from the appropriate public office, including 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 thereon.

6. Mortgagors shall pay on demand 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 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 lien hereof. 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 expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs which may be incurred for any of the purposes of the decree, including all such amounts of title search fees 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 contents of the premises. All expenditures 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 10% per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or of any indebtedness hereby secured, or the commencement of any suit for the foreclosure hereof after actual notice of such right to foreclose whether or not actually commenced, or the preparation for the defense of any threatened suit or proceeding which might result in the foreclosure of the mortgage hereby secured.

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: (1) such sums 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 surplus 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 value of the premises, or 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 premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of 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 exercised 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 whole or in part of: (1) The indebtedness 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, 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 intervening 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 required by the terms hereof, and Trustee shall not 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 hereof 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 Trustee the 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 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 note and which purports to be executed by the persons herein designated in the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as herein described herein, it may accept as the genuine note herein described any note which bears a certificate of identification 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.

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 resignation of any Trustee or refusal of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as 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 Mortgagors and all persons claiming an interest therein, Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the repayment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this trust deed.

16. The holders of the note secured by this trust deed, at their sole option, reserve the right to extend, modify or renew the note secured hereby at any time and from time to time. This trust deed shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured hereunder, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this trust deed nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extensions, modifications or renewals of the note secured hereby, the Mortgagors agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the holders of the note, herebefore or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagors will, without the prior written consent of the holders of the note, execute or permit any lien or other circumstance, either then presently existing here and hereinafter, to secure the payment of loans and advances made to them by the holders of the note) to exist on said real estate, or that transfer, sell, convey or in any manner dispose of said real estate.


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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 FIRST NATIONAL BANK & TRUST CO. OF OAK BROOK
One McDonald's Plaza
Oak Brook, Illinois 60521
Attn: Pamela Rosenbunch
405 N. Lathrop
River Forest, Illinois
RECORDER'S OFFICE BOX NUMBER.

# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF TRUST DEED  
EXECUTED BY LINDA C. SCAMARDO TO THE FIRST NATIONAL  
BANK & TRUST COMPANY OF OAK BROOK, DATED May 10, 1978

18. In order to provide for the payment of real estate taxes and assessments, the Mortgagor agrees, together with and in addition to the monthly payment of principal and interest payable under the terms of the Note secured hereby to pay to the Holders of the Note, on the same day of the month as the principal and interest installments are due and payable, under said note is fully paid, a sum equal to one-twelfth of the annual real estate taxes and special assessments as estimated by the Holders of the Note in such manner as the Holders of the Note may prescribe, so as to provide the current year's tax obligations for the property described herein on the last day of each such year during the term of the Note; such sums to be held by the Holders of the Note in trust to pay said taxes and assessments before same become delinquent. In the event that the amount so paid to the Holders of the Note shall not be sufficient to pay said taxes and assessments when due, the Mortgagor shall deposit immediately with the Holders of the Note an amount sufficient to pay said taxes and assessments. Default in making any of said payments required for the purpose of providing funds for the payment of taxes and assessments as aforesaid shall at the option of the Holders of the Note, mature the entire indebtedness secured hereby. If there shall be a default under any of the provisions of this instrument resulting in a sale of the property or foreclosure, or if the Holders of the Note acquired the property otherwise after default, it shall apply, at the time of commencement of such proceeding, or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount of said principal sum then remaining unpaid under said Note. No interest shall accrue or be allowed the Mortgagor on any payments made under the provisions of this paragraph.
19. Mortgagor further agrees to pay to the Holders of the Note on the same day of the month as the principal and interest installments are due and payable, until said Note is fully paid, a sum of money equal to 1/12th of the future hazard insurance premiums required for said property, the same to be held in trust by the Holders of the Note. Said payments to the Holders of the Note shall be held subject to the same terms and conditions as the above described tax and special assessments account.

  
Linda C. Scamardo

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EXHIBIT "A"

Unit No. 405 1B as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots 21 to 26 both inclusive in P. L. Murphy's Subdivision in the Northeast quarter of Section 12, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to a Declaration of Condominium made by Anthony J. Christofaro, Norma P. Christofaro and Robert E. Donahue recorded in the Office of the Recorder of Cook County, Illinois as Document No. 23938150; together with an undivided .0412% interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey).

1. Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.
2. This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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