

TRUST DEED

24 474 300

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, MADE May 30, 1978, between Anselmo Ressa and Anna Maria Ressa, his wife and Angelo Ressa, a bachelor Cicero County of Cook State of Illinois herein referred to as "Mortgagors," and FIRST NATIONAL BANK OF CICERO, a National Banking Association doing business in Cicero, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holder of the installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Fifty thousand and no/100's Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER

and delivered, in and to said Note the Mortgagors promise to pay the said principal sum and interest from After Date on the balance of principal remaining from time to time unpaid at the rate of 9 per cent per annum in installments as follows: Four hundred ninety two and 26/100's Dollars \$ 492.26 on the 8th day of October 1978 and Four hundred ninety two and 26/100's Dollars \$ 492.26 on the 8th day of each 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 8th day of September 1979. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company 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 of Cicero, Cicero, Illinois.

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, situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 298 and the North 15 feet of Lot 299 in George D. Nixon and Company's Westchester in the West Half of the Northwest quarter of Section 21, Township 39 North, Range 12 East of The Third Principal Meridian, in Cook County, Illinois

10.00

This instrument was prepared by Stanley D. Lewis 6000 West Cermak Road Cicero, Illinois 60650

WS 116533 D New

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 in a priority 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 necessarily including the foregoing) screens, window shades, storm doors and windows, floor coverings, in-door beds, 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 terms 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.

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.

Anselmo Ressa (SEAL) Anna Maria Ressa (SEAL) Angelo Ressa (SEAL)

STATE OF ILLINOIS



I, Sandra J. Penny, Angelo Ressa a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Anselmo Ressa and Anna Maria Ressa his wife, and Angelo Ressa, a bachelor

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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.

GIVEN under my hand and Notarial Seal this 30th day of May, 1978, A.D.

Sandra J. Penny Notary Public

24 474 300

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE(s) reverse side of this trust deed;

- Mortgagors shall (1) promptly repair, restore or rebuild any building 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 encroachments or other liens or claims for lien 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 ordinance 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.
- 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 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.
- Mortgagors shall keep all buildings and improvements now or hereafter located on said premises insured against loss or damage by fire, lightning or windstorm 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 in compliance 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, and such policy to be evidenced by the recorded 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.
- In case of default herein, Trustee or the holders of a note may, but need not, make any payment or perform any act herebefore 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, if any, and purchase and pay for or contract for any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgagors premises and the lien hereby plus reasonable compensation to Trustee for each major contract 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 then highest rate permitted by law in the State of Illinois or the rate of interest on the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to 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 lien of such character.
- 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 holder of the note, and without notice to Mortgagors, all such indebtedness secured by the 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.
- Where the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose by judicial proceedings in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to be secured for sale all expenses of such proceedings which may be cast on Mortgagors or on behalf of Trustee or holders of the note, including attorney's fees, appraiser's fees, outlays for documentary and exp. of evidence, stamp duty, taxes, publication costs and costs (which may be set-off as to terms to be expended after any sale of the premises) together with all such other costs and expenses as may be incurred. Terms, conditions and similar costs and expenses with respect to the sale of the premises shall be as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale by whom such proceeds shall become due and payable. All such additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, or (b) any other of them shall be a debt, 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 thereof or the accrual of such right to foreclose whether or not actually commenced, and in preparation for the commencement of any suit for the foreclosure thereof or the accrual of such right to foreclose whether or not actually commenced, and in preparation for the commencement of any suit for the foreclosure thereof or the accrual of such right to foreclose whether or not actually commenced.
- 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 expended 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 appear.
- Upon, or at any time after the filing of a suit to enforce this trust deed, the court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after judgment, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver, and the receiver, without notice, whether or not the same shall be so appointed as a trustee or otherwise, 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 time when Mortgagors, except for the statutory period 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 whole or in part of (1) the indebtedness secured hereby, or by any decree for the enforcement of 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 authorization is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 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.
- Trustee or the holders of the note shall have the right to make and enter the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, extent, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor shall Trustee 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.
- 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 (a) and at the request of any person who at any time, either before or after maturity thereof, produces and exhibits to Trustee the note representing said indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of such trust deed such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be a genuine note 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 of any of the kind or kind being 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.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which the instrument shall have been recorded or filed. In case of the resignation, refusal or death of Trustee, the then Recorder or Registrar 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 are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- 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 herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to accelerate the entire unpaid principal balance as provided in the note for breach of this covenant and no entry 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.

Richard F. Olson  
RECORDED FOR DEED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
JUN 5 1989 9 00 A.

\*2447435

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 installment Note mentioned in the within Trust Deed has been  
identified herewith under Identification No. 4340  
FIRST NATIONAL BANK OF CICERO, as Trustee  
By: *Richard F. Olson*  
Vice President  
Trust Officer

NAME First National Bank of Cicero  
STREET 6000 West Cermak Road  
Cicero, Illinois 60650  
CITY  
RECORDER'S OFFICE BOX NUMBER 984

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

OFFICE OF RECORDED DOCUMENTS