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THIS INSTRUMENT DEED
PREPARED BY:
ROBERT H. SNELL
50 South La Salle Street
Chicago, Illinois 60673

24 543 288

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JUNE 27, 19 78, between
MICHAEL O. DIOGUARDI AND GAIL DIOGUARDI, HIS WIFE,
herein referred to as "Mortgagors," and
THE NORTHERN TRUST COMPANY,

10.00

an Illinois banking corporation located in Chicago, 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 FORTY ONE THOUSAND AND 00/100 (41,000.00)
Dollars evidenced by one certain Instalment Note herein referred to as "Note" of the Mortgagors of even date
herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the
said principal sum and interest from date hereof on the balance of principal remaining from time to time unpaid at
the rate of 9.00 % per annum in instalments as follows:
THREE HUNDRED FORTY FOUR AND 00/100 (344.00)
Dollars on the 20TH day of AUGUST, 19 78 and
THREE HUNDRED FORTY FOUR AND 00/100 (344.00)
Dollars on the 20TH day of each month thereafter until said Note is fully paid, except that the final pay-
ment of principal and interest, if not sooner paid, shall be due on the 20TH day of JULY, 2003.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on
the unpaid principal balance and the remainder to principal and all of said principal and interest are to be made
payable at such banking house or trust company in the City of Chicago, 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 The Northern Trust
Company in said City.

NOW, THEREFORE, the Mortgagors do 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 agreement 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 COUNTY
OF COOK AND STATE OF ILLINOIS, to wit:

THE SOUTH TWENTY TWO AND ONE HALF (22 1/2) FEET OF LOT TWO (2) (EXCEPT
THAT PART, IF ANY, OF SAID SOUTH TWENTY TWO AND ONE HALF (22 1/2) FEET
WHICH MAY FALL WITHIN THE NORTH SEVEN AND ONE HALF (7 1/2) FEET OF LOT
TWO (2)) AND THE NORTH HALF OF LOT THREE (3) IN BLOCK TWELVE (12) IN
J. E. WHITE'S SECOND RUTHERFORD PARK ADDITION, A SUBDIVISION OF THE
SOUTH WEST QUARTER (EXCEPT THE WEST TWENTY TWO AND TWENTY EIGHT ONE
HUNDREDTHS (22.28) CHAINS) OF SECTION THIRTY ONE (31), TOWNSHIP FORTY (40)
NORTH, RANGE THIRTEEN (13), 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 buildings, 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, window shades, storm doors and windows, floor coverings, 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 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, which said rights and benefits the Mortgagors do hereby
expressly release and waive.

It Is Further Understood and Agreed That:

- 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 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 or as authorized by the 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 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, windstorm and such other hazards or contingencies as the Holders of the Note may require under policies providing for payment by the insurance company of twenty different causes to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the requirements of 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, such receipts 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. In case of loss, Trustee may, but need not, collect and retain for the proceeds of any such insurance and apply the proceeds in reduction of the indebtedness secured hereby, whereof due notice...

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4. In case Mortgagee shall fail to perform any covenants herein contained, Trustee or the Holders of the Note may, but need not make any payment of principal or interest on any loan and make demand as provided, and may, but need not, make full or partial payment of principal or interest on prior indebtedness, if any, as herein provided, and may, but need not, make full or partial payment of principal or interest on any loan or indebtedness affecting said premises or contract, any law or agreement. All moneys paid for any of the purposes herein authorized and the extent paid or received in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the Holders of the Note to protect the mortgaged premises and the loan hereon, plus reasonable compensation to Trustee for each matter connected with such note and with interest thereon at the same rate of interest per annum as is provided for said principal indebtedness, shall become immediately due and payable without the necessity of any demand thereon, and shall be secured by the property and other assets of Trustee or Holders of the Note and shall be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

5. Trustee or the Holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate received from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereon.

6. Mortgagee shall pay each term 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 Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary 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 Mortgagee 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 loan hereon in any suit commencing the loan hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and disbursements which may be paid or incurred by or on behalf of Trustee or Holders of the Note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended) other than those of the decree) of recording all such abstracts of title, title searches and examinations, guarantee policies, Torrens 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 evidence to lenders at any sale which may be had pursuant to such decree the true condition of the title to or the value 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 same rate of interest per annum as is provided for said principal indebtedness, when paid or incurred by Trustee or Holders of the Note in connection with (a) any proceedings, including process and back-up 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 foreclosure hereof after approval of such suit to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which may be brought or instituted by the security holder or the security holder's representative or assigns, as their rights may appear.

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 other items which under the terms hereof remain secured hereby in addition 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 Mortgagee, 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, and such receiver, to the extent of the indebtedness of Mortgagee at the time of appointment for such receiver and without regard to the true value of the premises or whether the same shall be then occupied as a homestead or not and the trustee hereunder shall have power to collect the rent or profits of said premises and to receive the proceeds of any sale of the premises and the proceeds of any foreclosure, during the full statutory period of redemption, whether there be any claims and profits, and all other things which may be necessary or incidental in such cases for the protection, preservation and sale of the premises, and in addition to the proceeds of any such sale, the receiver, during the full statutory period of redemption, may be authorized to collect such commission or fee, and all other things which may be necessary or incidental in such cases for the protection, preservation and sale of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply to the net income in his hands or in payment in whole or in part of the indebtedness hereby secured by this Trust Deed, or to 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) In the event of a sale and deficiency.

10. Upon partial or total redemption of the premises and upon demand of the Holder of the Note, the Mortgagee shall pay over to the Holder all or such portion of the proceeds thereof as may be demanded by the Holder, and all such proceeds so paid over shall be applied upon the principal or accrued interest of the Note as may be directed by the Holder and without premium or penalty.

11. 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 in an action at law upon the note hereby secured.

12. 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.

13. Trustee has a 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 to or unless expressly directed by the terms hereof, nor be liable for any claims hereunder, except in case of its own culpable 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.

14. 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 submit before or after maturity to the trustee and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept or refuse. Whereupon Trustee shall release the Note, and any moneys advanced by Trustee for the purpose of this Note shall be deemed to be discharged and the Note shall be cancelled, and a certificate of cancellation purporting to be executed by a prior trustee hereunder of which makes reference to and where the release is executed of the original trustee and has been executed a certificate on any instrument identifying same to the Note described hereon, it may serve as the genuine Note herein described and shall be deemed to be a true and correct copy of the original Note as to the person to whom it is delivered, and which purports to be executed by the persons herein designated as makers thereof.

15. Trustee may retain by assignment or writing filed in the office of the Recorder or Register of Titles in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustee, Chicago Title and Trust Company, Chicago, Illinois, an Illinois corporation, shall be Successor to Trustee in the absence of any written agreement to the contrary, or in the absence of any instrument identifying same to the premises are situated shall be Successor to Trustee in the absence of any written agreement to the contrary, or in the absence of any instrument identifying same to the premises, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

16. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the words "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have signed the Note or this Trust Deed.

17. Without the prior written consent of the Holders of the Note, the Mortgagee shall not convey or encumber title to the Premises, the Holders of the Note may give to any person as provided in this deed their assent and approval in any such conveyance or encumbrance, and such assent shall be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 13 2 05 PM '78

Edwin R. Wilson
RECORDER OF DEEDS
24543288

Witness the hands S. and M. S. of Mortgagee the day and year first above written.
 Michael O. Dioguardi [seal] Gaill Dioguardi [seal]
 MICHAEL O. DIOGUARDI [seal] GAILL DIOGUARDI [seal]

STATE OF ILLINOIS I, Edward D. Zelig, Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook MICHAEL O. DIOGUARDI AND GAILL DIOGUARDI, HIS SUCCESSORS, ARE

who ARE personally known to me to be the same persons S. whose names S. are in said instrument, appeared before me this day in person and acknowledged that THEY are the makers of the instrument and as THEIR free and voluntary act, for the uses and purposes therein expressed and release and waiver of the rights of homestead.

GIVEN under my hand and Notarial Seal this 3rd day of June 1878

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 Instrument Note mentioned in the within Trust Deed, is identified herewith under Identification No. 325038 THE NORTHERN TRUST COMPANY, as Trustee. by Richard Walloch Account Secretary

D NAME THE NORTHERN TRUST COMPANY
 E STREET ATTN: JAMES H. HUBER
 I 50 SOUTH LA SALLE STREET
 W CITY CHICAGO, ILLINOIS 60675
 O R
 NSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 1754 N. NEWLAND
 CHICAGO, ILLINOIS

END OF RECORDED DOCUMENT