

MAX 30 67 06 176W

TRUST DEED

24979648
THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INSTRUMENT MADE May 25, 19 79, between MICHAEL J. BYRNE and ELEANOR A. BYRNE, his wife of the Town of CICERO County of COOK 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 herein after described, said legal holder or holder being herein referred to as Holders of the Note, in the principal sum of Three Hundred Forty Three and no/100 Dollars, evidenced by one certain Installment Note of the Mortgagors of ever 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 After Date on the balance of principal remaining from time to time unpaid at the rate of 10% per cent per annum in installments as follows: Three Hundred Forty Three and 58/100 Dollars on the 10th day of July 19 79 and Three Hundred Forty Three and 58/100 Dollars on the 10th day of August 19 79 and all said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of June 19 79. 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 rate of 10% per cent per annum 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 31 in Henry H. Walker and Company's Subdivision in Block 18 in Section 29, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAX 30 '79 9 00 AM

Eleanor A. Byrne
RECORDED FOR DEEDS

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

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 par) 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, 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 S and seal S of Mortgagors the day and year first above written.

Michael J. Byrne (SEAL) *Eleanor A. Byrne* (SEAL)
Michael J. Byrne Eleanor A. Byrne
(SEAL) (SEAL)

STATE OF ILLINOIS I, Lorraine Mladic
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL J. BYRNE and ELEANOR A. BYRNE, his wife

COUNTY OF Cook who are personally known to me to be the same person S whose names are Michael J. Byrne and Eleanor A. Byrne 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 25th day of May, A.D. 19 79.
Lorraine Mladic
Notary Public



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UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (the reverse side of this trust deed):

- Mortgagors shall (1) promptly repair, restore, rebuild any building or improvements now or hereafter on the premises which may become damaged or 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 improvements now or hereafter on 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.
- 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 situated 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, 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.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and 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 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 then market rate of interest. In addition Trustee or holders of 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.
- The 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 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, foreclosure, tax lien or title or claim thereon.
- 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 holders of the note, the principal and interest on any indebtedness secured by this 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.
- 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, appraisers' fees, surveys for documentary and expert evidence, advertisements, charges, publication costs and costs (which may be estimated as to items to be expended for sale of a parcel) of procuring all such abstracts of title, title searches and examinations, quantum policies, Torrens certificates, and similar data and expenses as will seem to the Trustee or holders of the note may deem necessary and proper to protect the same, and the proceeds of such sale shall be applied first to any such indebtedness which may be due and payable to such decree the true condition of the title in or the value of the premises. All applications and proposals of a party in the proceeding aforesaid shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the then market rate of interest, by Trustee or holders of the note in connection with (a) any proceeding such as that herein provided for or (b) any suit or action for foreclosure, or (c) any preparation for the commencement of any suit for the foreclosure hereof, or (d) any actual or constructive notice of such right to foreclose hereof, 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other debts which under the law attach and constitute secured indebtedness against the premises by the time of such sale, with interest thereon as provided in the original and final contracts pertaining to the note, third, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their right may appear.
- Trustee or any holder of the note or a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such receiver shall have full power to sell, lease, mortgage, convey, or otherwise dispose of the premises hereof and of the proceeds 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 required 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 as the makers thereof, and where the release is requested of the original trustee and it has never executed a conveyance or any instrument identifying 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 the makers thereof.
- 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 resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles of the county in which the premises are situated shall be Successor Trustee. Any Successor Trustee hereunder shall have the identical title, powers, 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 or 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 Mortgagors 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 accept the entire unpaid principal balance as provided in the note for breach of this covenant and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of acquiescence in any such conveyance or encumbrance.

rate of 11%

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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 Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 90 4427 4
 FIRST NATIONAL BANK OF CICERO, as Trustee
 By *William C. Anderson*
 Vice President
 324NORTHSEX

NAME FIRST NATIONAL BANK OF CICERO
 STREET 6000 CERMAK P.D.
 CITY CICERO, ILL. 60650
 RECORDER'S OFFICE BOX NUMBER 984

FOR RECORDERS' INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
 2523 South 59th Avenue
 Cicero, Illinois 60650

END OF RECORDED DOCUMENT