

TRUST DEED

25851516

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made April 15, 19 81, between

Robert Abbate and Georgene Abbate, His wife herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK an Illinois corporation doing business in Rosemont, 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-Two Thousand One Hundred Twenty-One Dollars and 40/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to NORTHWEST COMMERCE BANK and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of 14.92 per cent per annum in instalments as follows: Two Hundred Sixty-Three Dollars and 35/100

Dollars on the 20th day of May, 19 81 and Two Hundred Sixty-Three Dollars and 35/100

Dollars on the 20th 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 20th day of April, 1988 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 instalment unless paid when due shall bear interest at the rate of 14.92 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Cook County, 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 NORTHWEST COMMERCE BANK in Rosemont, 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, situate, lying and being in the County of Cook AND STATE OF ILLINOIS, to wit: City of Chicago

Lot One (1) and Lot Two (2) (except the South 15 feet thereof) in Block (4) in Oriole, being a subdivision in Lot Two (2) and Three (3) in the Subdivision of part of Sections 1 and 12, Township 40 North, Range 12, East of the third Principal Meridian, as per plat recorded August 13, 1875 in Book 11 of Plats, page 7 according to plat of said Oriole, recorded October 1, 1927 in Book 253 of Plats, page 7 as document 9795855 in Cook County, Illinois.

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This document was prepared by Jane M. Lohmann for Northwest Commerce Bank, 9575 W. Higgins, Rosemont, Illinois 60015

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, fixtures, easements, fixtures, and accoutrements 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, 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, inlaid 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 purpose, 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.

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 hands and seals of Mortgagors the day and year first above written.

[SEAL] Robert Abbate Robert Abbate [SEAL] [SEAL] Georgene Abbate Georgene Abbate [SEAL]

STATE OF ILLINOIS I, undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert Abbate and Georgene Abbate, his wife



who are personally known to me to be the same persons whose names are 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 15th day of April A. D. 19 81 Jane M. Lohmann Notary Public.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 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 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 companies 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 heretofore 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 thereof, or retain from any tax sale or foreclosure affecting and 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 attorney's 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 each matter concerning which action herein authorized may be taken, shall be a first lien in priority upon the premises and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. In action of Trustee or holders of the note such lien shall not be considered as any lien accruing to them on account of any default by the holder 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 any bill, statement or invoice 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 title or claim thereof.
- 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, in the event of default by 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 (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 attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and other evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be extended after entry of the decree of foreclosure) all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and documents as may be required in connection with the foreclosure of the note, and the fee of any court or officer in connection with the foreclosure of the note, and the cost of any suit which may be brought pursuant to such decree to determine the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of the foregoing shall become a first lien in priority upon the premises and shall become 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 the foreclosure of the note, and the cost of any suit which may be brought pursuant to such decree to determine the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of the foregoing shall become a first lien in priority upon the premises and shall become 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 the foreclosure of the note, and the cost of any suit which may be brought pursuant to such decree to determine the true condition of the title to or the value of the premises. All expenditures and expenses of the nature of the foregoing shall become a first lien in priority upon the premises and shall become 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 the foreclosure of the note, and the cost of any suit which may be brought pursuant to such decree to determine the true condition of the title to or the value of the premises.
- 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 liens which under the terms hereof constitute secured indebtedness additional to that advanced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors; the balance, legal representatives or assigns, as their rights may appear.
- Trustee or the holders of the note shall have the right to foreclose this trust deed, the manner in which such bill is filed may vary according to the nature of said premises, with a purchaser may be made after foreclosure or at any time without notice, without sale and at the request of any person who shall, either before or after the date of such foreclosure, and without regard to the value of the premises or whether the same shall be then owned or a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to conduct the business and affairs of said premises during the pendency of such foreclosure suit and in case of sale and of the foreclosure proceedings, whether there be redemption or not, and to collect such rents, issues and profits, and to take any action which may be necessary or expedient in connection with the foreclosure proceedings, including the management and operation of the premises during the sale of said premises. The receiver shall have the right to receive or to sign any receipt for any moneys or the hands in payment in whole or in part of the indebtedness secured hereby, or by any decree rendered in the foreclosure suit, or by any special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such action is taken in full discharge of the indebtedness secured by the note, and the receiver shall have the right to enforce the enforcement of the lien or of any prior lien hereof shall be subject to any defense which would not be good and available to the party indebted thereon in an action at law upon the note hereby secured.
- 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.
- Trustee has the right to examine the title, location, existence, or condition of the premises, and shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or willful or wanton conduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.
- 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 delivered to Trustee or to the holders of the note, or to the person to whom the same may be assigned, either before or after the date of such release, and shall exhibit to Trustee the note, or assignment thereof, or any other evidence which shall be satisfactory to Trustee that all indebtedness hereby secured has been paid, which presentation 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 resemblance to that described in the foregoing, and which conforms in all respects with the description herein contained, with the description herein contained of the note and which purports to be assigned to the person herein designated as the holder thereof, and where the release is requested of a successor trustee and it has never secured a certificate of non-payment of indebtedness secured by the note described herein, it may accept as the genuine note herein described any note which bears a resemblance to that described in the foregoing, and which conforms in all respects with the description herein contained of the note and which purports to be assigned to the person herein designated as the holder thereof.
- This trust deed may be assigned 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 resignation, disability or refusal to act of Trustee, by the holder of the note in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical 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 inheriting the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- The Instrument Note hereby secured is subject to prepayment in the manner and upon the conditions set forth in said note.

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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. 1021-TD

**NORTHWEST COMMERCE BANK** as Trustee.

*Walter E. ...*  
Vice President

FOR RECORDER'S INDEX PURPOSES  
INDEX STREET ADDRESS ABOVE  
DESCRIBED PROPERTY HERE

5522 N. Oriole  
Chicago, Illinois 60656

D NAME |  
E STREET | Northwest Commerce Bank  
L CITY | 9575 W. Higgins Rd.  
I CITY | Rosemont, Il. 60018  
V  
R INSTRUCTIONS | OR  
Y RECORDER'S OFFICE BOX NUMBER

END OF RECORDED DOCUMENT