UNOFFICIAL COPY

TRUST DEED

26472649

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 1983 , between January 10, Francis P. Specials and Joy M. Speciale, his wife herein referred to as "Mortgagors," and NORTHWEST COMMERCE BANK an Illinois corporation doing by in ss in Rosemont, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mort age s are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being 'ere n referred to as Holders of the Note, in the principal sum of Fifteen Thousand One Annual Fighty Five Dollars & 00/100 (\$15,185.00)

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 on the balance of principal remaining from time to time unpaid at the rate of one test per sent per per cent per annum in instalments as follows: Three Hundred Fifty Seven Dollars & 35/100 Dollars on the 10th day of February 19 83 and Three Hundred Fifty Seven Dollars thereafter until said note is fully paid except that the final payor the 10th day of January . 1988 Dollars on the 10th 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 to the 10th day of January, 1988 All such payments on account of the indebtedness evidence by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of the instalment unless paid when due shall bear interest at the rate of # per cent per annum, and all of said principal and i terr st being made payable at such banking house or trust company Dollars on the day of each in Cook County, Illinois, as the holders of the note may, from time tetine, in writing appoint, and in absence of such appointment, then at the office of NORTHWEST COMMERCE BANK

i. P. osemont, Illinois NOW. THEREPORE. the Mortgagors to secure the payment of the said principal of and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agr ements berein contained, by the Mortgagors to be performed, and size in consideration of the sum of One Dollar in hand paid, the receipt whereof is her by set one deed, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Extate and all of 'seir er ate, right, tills and interest therein, situate, lying and being in the to wit: Village of Rosemont AND STATE OF ILLINOIS. COOK Lots 181 and 182 in Marek Kraus Higgins Devon Gardens Sului rision being a subdivision of Lots 2 and 3 in Jarneke's Division of land in Section 4. formship 40 North, Range 12, East of the Third Frincipal Meridian in Cook County, Iliinois *Prime Rate + three & one half (3½%). Prime Rate is the highes frime Rate published in the Wall Street Journal. The rate is subject to charge on January 1st, April 1st, July 1st, and October 1st of each year. This document was prepared for Northwest Commerce Bank, 9575 W. Higgins Kord Rosemont, IL BY: Valerie A. Godfrey which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, enaments, fixtures, and appurison long and during all such times as Mortgagors may be entitled thereto (which as rodarily), and all apparatus, equipment or articles now or hereafter therein or to ordarily controlled), and ventilation, included doors and windows, floor coverings, tenerally controlled), and ventilation, included doors and windows, floor coverings, tenerally controlled, and ventilation, included and windows, floor coverings, tenerally controlled, and wentletten whether physically intached thereto or not, and it is streed that all similar appart nortgagors or their successors are premises unto the said Trustee, its successors at the section of the formal properties of the Mortgagors do hereby expressly release and waive. quipment or articles and specific and upon the uses and trusters, for the purposes, and upon the uses and trusters for Laws of the State of Illinois, which said rights and 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. and seal____ of Mortgagors the day and year first above written [SEAL] STATE OF ILLINOIS undersigned Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT trot Cook Francis F. Speciale, and Joy M. Speciale, his wife personally known to me to be the same personS whose name. Speared before me this day in person and asknowledged that they ent, appeared before me this day in person and askn signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purplesses and waiver of the right of homestead.

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May Ulani

GIVEN under my hand and Notarial Seal this

Page 2

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

1. Mortgagors shall (1) promptly regalr, restore or rebuild any building or improvements now or hereafter on the premises which may become dashed or be destroyed; (2) keep said premises in good condition and regalr, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) may when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon requise subplicit exhibit satisfactory evidence of the discharge of such prior lien to Truttee or to bolders on the premises superior to the manifelpsl ordinates with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinates.

2. Mortpugger shall pay before any penalty statches all general taxes, and shall pay special taxes, special sassaments, water charges, saver service charges, and other charges argainst the premises when due, and shall upon written request, furnish to Trustee or to hidders of the note duplicate receipts therefor. To prevent detail bereimder flortgagers shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortpuggers and the protest of the manner provided by statute, any tax or assessment which Mortpuggers and the protest of the manner provided by statute, any tax or assessment which Mortpuggers and the manner provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, any tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by statute, and tax or assessment which Mortpuggers are provided by tax or assessment which Mortpuggers are provid

3. 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 inaurance companies of moneys sufficient either to pay the cost of replacing or repairing the assers or to pay in full the indebtedness secured hereby, all in companies antifactory to the bolders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, under high and and renewal policies, and shall deliver all policies, including additional and renewal policies, and shall deliver all policies, and shall deliver all policies, including additional and renewal policies, and shall deliver all policies, including additional and renewal policies, and shall deliver all policies, including additional and renewal policies, and shall deliver all policies, including additional and renewal policies, and shall deliver all policies including additional and renewal policies. In challenge the policy and shall deliver all policies in cluding additional and renewal policies, and shall deliver all policies in cluding additional and renewal policies.

Note in the second of default therein, in trace or the holders of the present of the present of the present of the second of the

5. The Trus' c or 'be 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 est' attempoured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tay accessing the according to the public of any tay accessing the according to the public of the

A More than 1 hely or seed the many inside draws been mentioned, both principal and interest, when due according to the terms beroof. At the option of the holders of the motion and without notice to Mortgapors, all impriding indebtobases accured by this Trust Deed shall, notwinistanding anything in the note or in this Trust Deed to to economic and and payable (a) immediately in the case of default in making payment of any instalment of principal or invested and note, or the wind and continue for three days in the performed on any other agreement of the Mortgapors herein

contained.

Contained the indefinedness in the secured shall become due whichine by acceleration or otherwise, bolders of the note of Tuntee shall have the right to precise the line hereoff, the is hereoff there that be allowed and includes an additional includendess in the decree for sale all expenditures and expenses which any the indefined proper shall be contained the contained the precise the contained and the contain

6. The proceeds of any foreclosure sale of the contract and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure process, ggs, including all such items as are mentioning paragraph hereof; second, all other items which under the terms hereof constitute secured indebted as additional to that cold over the hone, with interest thereof is beyond the principal and interest remaining unpended on the notice for all, or overplast to Mortagores, their, it legal representatives or assigns, as their rights

9. Upon, or at any time after the filing of a bill to for close that trust deed, the court in which such bill it filed may appoint a rection of which research is a superintenant may be made either before or after sale, without rectard to the televency or in obverney of Moreasons at the time of application for such receiver, and without retard to the them to the premises or whether the same shall be then occupied as a homestead or not and the Tractice because it and, in case of a sale and a deficient, during the full attainty period of redemption, whether there he rudemption or not, as a final and the same and a deficient, during the full attainty period of redemption, whether there he rudemption or not, as a final all other war which may be necessary to the receiver of the same and all other war which may be necessary to the receiver of the same and all other war which may be necessary to the same and the same and the same and the same and the same appears to the first head of the same appears to the first head of the same appears to the first head of a sale and deficiency.

10. No action for the enforcement of the him or of any provision here. In the subject to any defense which would not be good and hable to

11. Trustee or the holders of the note shall have the right to inspect the premiser all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee his no duty to examine the title, location, existence, or condition of the problem, nor shall Trustee be obligated to record this trust deed of to exercise any power herein given unless expressly obligated by the terms here; one ho linkle for any acts or omissions hereunder, except in case of its own gross medicance or misconduct or that of the agents or employers of Trust, and it may require indemnities satisfactory to it before excretising

13. Trustee shall release this trust seed and the lies, thereof by proper instrument upon of esset ation of satisfactory evidence that all industrations secured by this trust sized has been fully poid; and Trustee may execute and deliver a release here of to all the crossest of any persons who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all industrees by secured has been paid, which representation Trustee may accept as it rew without industry. Where a release is requested of a successor trustee may recept as the securine note therein described any note which bears a certificate of identification purporting to be executed by a prior rust. hereunder or which conforms in substance with the describion hoves certificate and which purports to be executed by the prior rust. hereunder or which conforms in substance with the describion hoves contained of the note and which purports to be executed by the prior rust. hereunder or which conforms in substance with the conforms the rust of the note described herein, it may accept as the scale of the point and which purports to be accepted by the prior described herein. It may accept as the confine one herein described any note which may be presented and which conforms in substance with the 3 certains herein considered of the note and which

14. Truster may resign by instrument in writing filed in the office of the Recorder or Resistrar "This in which this instrument shall have been recorded or field. In case of the resignation, inshifty or refusal to act of Truster, the then Recorder of D. A. Of the county in which the permises are situated shall be Successor in Trust. Any Successor in Trust, thereunder shall have the identical title, powers and any frite as are herein given Trustee, and any Trustee or suggested which the continue of the con

17 style of successor shall be contined to regionable compensation for an acts performed necessities.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons challenged or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons finisher for the 'one', of the indebtedness or any

part thereof, whether or not such persons shall have executed the note or this Trust Deed.

18. The Instalment Note hereby secured is subject to prepayment in the manner and upon the conditions set for i in anic note.

1983 JAN 18 AM 10 05

Secretary and martin from 1916. He

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10.00

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER. THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-FIED BY THE TRUSTER NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD. The Instalment Note mentioned in the within Trust Deed has been identified herewith under identified in No. 1073-TD

NURTHWEST COMMERCE BANK as Trustee.

D NAME

E STREET MURTHWEST COMMERCE BANGE

L CITY OF SEMIORY, ILL. COMPT

OR OF THE STREET OF THE ST

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE

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DESCRIBED PROPERTY HERE

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ASE NO DAT JU HOOLE R

ROSENO DAT JU HOOLE R

END OF RECORDED DOCUMENT