## **UNOFFICIAL COPY**

GEORGE E. COLE® LEGAL FORMS FORM No. 206 September, 1975

TRUST DEED (Illinois)
For use with Note Form 1448
(Monthly payments including interest)

COOK COUNTY, ILLEGOIS FILED FOR RECORD Aldrey H. Olise .

1983 SEP -9 PH 2: 33

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The Above Space For Recorder's Use Only

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THIS INDENTUR	E, made <u>Septembe</u>	<u>1983</u> , between	Philip J. Lorenzi	and Florence V. Lo	renzi,
hie wife			nere	ein referred to as "Mortgagors	s, and
George F.	<u>Gee, of the Villa</u>	ge of Orland Park, Cool	indebted to the legal hold	er of a principal promissory	v note.
herein referred to a termed "Installmen	is "Trustee," witnesseth: The Note," of even date here	nat, Whereas Mortgagors are justly with, executed by Mortgagors, ma	de payable to Bearer	a principal promissory	
		rs promise to pay the principal sum	of FIFTY THOUSAND	AND NO/100 * * * *	: *
and delivered, in	by which note Mortgagor	rs promise to pay the principal same	Dollars, and interest for	rom <u>date</u>	
					interest
on the balance of	pr Acif at remaining from the	WE HUNDRED FIFTY AND NO	<u>/100 * * (\$550.00)</u>	****	Dollars
or the 2nd	tov ( Jetober	1983 and FIVE HUNDRED	FIETY AND NO/100 *	<u>* (</u> \$550.00) <u>* * *</u>	Dollars
on the	ay of each and every month	thereafter until said note is fully p	aid, except that the final pay	ment of principal and interest	t, if not
sooner paid, shall	be due on the _4174_ day	h thereafter until said note is fully f y of <u>September</u> , 19 <u>88</u> d uppaid interest on the uppaid pri	_; all such payments on ac	count of the indebtedness ev	of each
by said note to be	applied lifst to certed and	the extent not naid when due, to	bear interest after the date	for payment thereof, at the	rate of
LC 13 per cent	per annum, and all such pa	yments being made payable at _Orl	time to time, in writing app	oint, which note further provi	ides that
contained in this	he legal holder thereof and e and payable, at the place of rdance with the terms thereo Frust Deed (in which event	payment aforesaid, in case default sl f or ir cas default shall occur and election may be made at any time at	tall occur in the payment, who continue for three days in the ter the expiration of said thr	en due, of any installment of performance of any other ag ee days, without notice), and	principal greement I that all
NOW THER	EFORE, to secure the payor	nent of the said principal sum of n	oney and interest in accord	ance with the terms, provisi	ions and
Mortgagors to be	above mentioned note and performed, and also in co	or payment, notice of disnonor, proving the first said principal sum of m of this 't ur. Deed, and the performs of the consideration c. the sum of One D. WARRANT or 'the Trustee, its at therein, situate' "B and being it therein, situate" B and being it	rmance of the covenants and ollar in hand paid, the rece or his successors and assigns,	ipt whereof is hereby ackno- the following described Rea	wledged, al Estate,
				AND STATE OF ILLINOIS	, to wit:
Vill	age_of_Orland_Park	COUNTY OFCook_ South 5 Acres tiereof)	of the East half o	f the North East	
The South	half (except the	uarter of Section 17, T	ownship 36 North	Range 12, East of	ļ.
Quarter of	the North West Qu	n, in Cook County, I'li	nois.		:
Stue Inite	Principal nerrora	iii iii oook oomiii),	/.		
		9	<b>A</b>		
			//,		
			emises."		
TOGETHE	R with all improvements, i	ped, is referred to herein as the "pi	-1610 000	all rents, issues and profits the	hereof for
said real estate	and not secondarily), and a	air conditioning (whether single up	its or centrally co it of ed),	and ventilation, including (w	vitnout re-
stricting the fo	regoing), screens, window sh	all fixtures, apparatus, equipment or air conditioning (whether single ur lades, awnings, storm doors and will be a part of the mortgaged premis or other apparatus, equipment or a	es whether physically (stac).	d thereto or not, and it is a	greed that
all buildings an	d additions and all similar	or other apparatus, equipment or a	ticles hereatter placed if the	premises by Mortgagora of	men sae
CASSORS OF DESIR	ne enail he ball of the more	gagea premises		was the the nurnoses and imp	ดก เกต แระร
and trusts here:	n set forth, free from all ri	EUR THE DESIGNES ASSET AND AT A			
esid rights and	benefits Mortgagors up her	Chy expirastly resense and man-	* *	2 (the lavores side of this I	rust Deed)
are incorporate	d herein by reference and ne	ereny are made a part necess		set out in the	
Mortgagors, the Witness th	eir heirs, successors and assi e hands and seals of Mortg	agors the day and year first above	written.		
	$\succ$		• ,		(Seal)
	PLEASE	Philan L Lovenzi	(8cal)	10	
	PRINT OR TYPE NAME(S)	Philap L Lovenzi		00	
	BELOW SIGNATURE(S)	Alegane Y Too	Ecremiseal)	IU-	(Seal)
		Florence V. Lorenzi			
	County of Cook		I, the undersigned	l, a Notary Public in and for s	said County,
State of Illinois	, County of COOR	in the State aforesaid. I	OO HEREBY CERTIFY th	at PHILTP J. LORE	NZI
	بر د د د د د د د د د د د د د د د د د د د	AND FLORENCE.	<u>V. LORENZI, his wi</u>	.te	
	O. J. JIMPRESS	personally known to me	to be the same person_S.	whose name s are	- t l
ં <u>કુ</u> ં	HERE	subscribed to the forego	oing instrument, appeared bet	ore me this day in person, an	na acknowi-
<b>1</b>		edged that they sign	ied, sealed and delivered the	said instrument as	release and
1	JUBLY Y	waiver of the right of h	omestead.	said instrument astheir erein set forth, including the	
3	17 The Reservation		Casta		19_83
Given under	my hand? and official seal.	this 2nd	ay ofepter	m. Elmake	
Commission e	xpires E	his Document Prepared By	atin	an Crok Prent	Notary Public.
This instrum	ent was prepared by	E. KENNETH FRIKER	22.7	T = 3 3	đ
		180 N. LaSalle St.	<u> </u>	<i>)</i>	<b>~</b>
. <del></del>	(NAME AND AL	DDRECS jcago, IL 60601	ADDRESS OF PROPE		3
	(unue nun ni	<u>بر سرست</u>	15244- 108th Orland Park,	11. 60462	이
			Uriana Park,	P 10 EOD STATISTICAL	DOCUMENT NUMBE
		ent Prepared By	THE ABOVE ADDRES PURPOSES ONLY AND	S IS FOR STATISTICAL IS NOT A PART OF THIS	
LAN TO:		ETH FRIKER	TRUST DEED SEND SUBSEQUENT TA	X BILLS TO:	Ä
MAIL TO:		-LaSalle -St.	SERE SUBSEQUERT IA		z A
•		, II. 60601 ZIP CODE	Mr. & Mrs. Phi	<u>llip J. Lorenzi</u>	₩ 'A
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™ OR	MECOMPERS OFFICE DO	··· ·· · · · · · · · · · · · · · · · ·	DA) (A0	dress) 11. 60462	•

## **UNOFFICIAL COP**

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or 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 the original or 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 and 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 all policies not less than ten days prior to the respective dates of expiration.
- 4. 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 if the or other prior lien or little or claim thereof, or redeem run any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and riverses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the hole ers of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which is do berein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable: who t notice and with interest thereon at the rate of 2004% kpcr cent per annum. Insort on of Trustee or holders of the note shall never be cornicated as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- 5. The 'ru't': or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to 'ny'...' statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate o into be validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors: all, say each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the both of the principal note, and without notice to Mortgagors, all undid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in care of fault shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness her by secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall, we the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a more use det. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expect ditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's and after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, a d si hilar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably mecasary either to prosecute such and or a evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition all expenditures and expenses of the nature in this paragraph mentjoned shall become so much additional indebtedness secured hereb, and menticalled but and payable, with interest thereon at the rate of 88 more cent per annum, when paid or incurred by Trustee or holders of an eater incurred to make the problem of the state of the problem of the state of the problem o
- 8. The proceeds of any foreclosure sale of the premises shall be districted and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including the first sale mentioned in the preceding paragraph hereof; so ond, all other items which under the terms hereof constitute secured indebt aness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining the foreign secured in the proceeding secured in the proceeding secured in the provided of the principal and interest remaining the provided of the principal and interest remaining the provided of the principal and interest remaining the provided of the priority. The proceeding paragraph hereof; secured and policy in the following order of priority: First, on account of the priority: First, on account of the provided priority: First, on account of the priority o
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust D ed .... Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, v. the a notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the intenvial of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such resure. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of saie and a deficiency, during the full statusory period for redemption, whether there be redemption or not, as well as during any further times when l'ortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be accessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of the profits of the profits of the profits during the whole of the profits o
- 10. No action for the enforcement of the lien of this Trust Deed 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.
- 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and a cost thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for ar / acts or omissis hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnitiants factory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evider e 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 recess of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all ind of one shereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor rustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to recuted by a prior trustee hereunder or which conforms in substance with the description here in contained of the principal note and which proof to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he have reverted a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 14. 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 death, resignation, inability or refusal to act of Trustee, <u>Ronald N. Johnson 1s</u> shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust Any Successor in Trust 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.
- 15. 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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

END OF RECORDED DOCUMENT