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26 338 431

THIS INDENTURE, Made August 25 1982 between La Salle National Bank, a national banking association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of Trust Agreement dated July 29, 1982 and known as trust number 105137 herein referred to as "First Party," and Chicago Title & Trust Company of Chicago an Illinois corporation herein referred to as TRUSTEE, witnesseth: That the undersigned TRUSTEE has advanced to the First Party the sum of ~~Twenty Nine Thousand Nine Hundred and 99/100~~ \$107,329.99 made payable to BEARER James R. Tagliere and Ann Tagliere and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 10 3/4% cent per annum in monthly installments as follows: set forth in the Rider attached hereto and made a part thereof.

on the day of each month on the day of each month

68-75-902A

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 highest lawful rate per annum, and all of said principal and interest being made payable at each banking house or trust company in 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 Chicago Title & Trust Company in said City.

NOW THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 1 in Pokow's Resubdivision of Lots 47 to 50 in Block 1 of Robinson and Honore's Subdivision of Block 40 of Canal Trustee's Subdivision of the West 1/2 of the West 1/2 of the North East 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

12.00

THIS TRUST DEED AND NOTE IS HEREBY MADE SUBORDINATE TO TRUST DEED RECORDED AS DOCUMENT #26-334-705 ON AUGUST 27, 1982.

James R. Tagliere
Ann Tagliere

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, including, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns 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, whether single units or centrally controlled, and to supply heat, gas, air conditioning, water, light, power, refrigeration, and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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 First Party or its successors or assigns shall be considered as constituting a part of the real estate.

TO HAVE AND TO HOLD the premises unto said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth. IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (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 mechanic's 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, to furnish satisfactory evidence of the discharge of such prior lien to the 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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) 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 money 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, and 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 to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore set forth 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 claim in or other prior lien or title or claim thereof, or redeem from 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 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 highest lawful rate per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. 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, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, if 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) if the Trustee or holders of the note are in default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for 10 days, said option to be exercised at any time after the expiration of said three day period.

4. 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, 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 after entry of the decree) or procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances 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 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. 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 highest lawful rate per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy 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 the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. 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, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value 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 receiver. 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 a sale and a deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

BOX 533

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7. 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.

8. Trustee has no 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 powers herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross 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 given.

9. 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, 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 requested of a successor trustee, such successor trustee may accept as the 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 on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the 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 on behalf of First Party.

10. 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 of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall 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.

682153

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1982 AUG 31 PM 2:43

Edmund A. Olson
RECORDER OF DEEDS

26338431

THIS TRUST DEED is executed by the La Salle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said La Salle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein in said note contained shall be construed as creating any liability on said First Party or on said La Salle National Bank personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said First Party and its successors and said La Salle National Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor.

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid,

[Signature] ASSISTANT VICE PRESIDENT
[Signature] ASSISTANT SECRETARY
 ATTEST

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

JAMES A. GAHRE

Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

JAMES A. GAHRE Assistant Vice President of the LA SALLE NATIONAL BANK, and

[Signature] Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this *25th* day of *August*, 19*82*, A.D. 19*82*.

MY COMMISSION EXPIRES 11/19/85

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

Mail to: _____ Trustee

<p>IMPORTANT</p> <p>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.</p>	<p>Prepared By</p> <p><i>National Republic BK of Chgo</i></p> <p><i>500 S. Racine, Chgo, Ill 60607</i></p> <p><i>Mura Pavetta</i></p>
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Box

TRUST DEED

LaSalle National Bank

as Trustee

TO

Trustee

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank

135 South La Salle Street
CHICAGO, ILLINOIS 60690

FORM 8045 AP (6-74)

26 338 431

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682153

EXHIBIT ATTACHED TO AND MADE A PART OF THE TRUST DEED DATED
AUGUST 25 1982, BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE
UNDER TRUST NUMBER 105137 AND JAMES R. TAGLIERE AND ANN TAGLIERE

THE UNDERSIGNED PROMISES to pay to JAMES R. TAGLIERE and ANN
TAGLIERE, the principal sum of \$107,329.99 Dollars and interest
from August 26 1982, on the balance of principal remaining from time to time unpaid at
the rate of 10 3/4 per cent per annum payable in equal installments of principal and
interest as follows:

- (a) \$ 1,018.00 on the first day of October, 1982 and \$ 1,018.00 on the first
day of each consecutive month thereafter through March 1, 1983; on April 1,
1983, in lieu of the installment payment of \$ 1,018.00, the undersigned
shall make a payment of \$9,000.00, to be applied, on such date, to the
reduction of principal only. The then principal balance due (after payment
of \$9,000.00 to principal reduction, as aforesaid) shall be amortized at the
rate specified hereinabove for a period of 324 months (27 years) and the
monthly installment payment of principal and interest shall thereby be
established for the period commencing May 1, 1983 through March 1, 1984.
- (b) On April 1, 1984, in lieu of the installment payment of principal and interest
due in furtherance of Paragraph (a) above, the undersigned shall pay the sum
of \$3,500.00 to be applied, on such date, to the reduction of principal only.
The then principal balance due (after payment of \$3,500.00, as aforesaid)
shall be amortized at the rate specified hereinabove for a period of 324
months (27 years) and the monthly installment payment of principal and
interest shall thereby be established for the period May 1, 1984 through
October 1, 1987 when the final payment of principal and accrued interest
due and payable on October 1, 1987, unless otherwise provided in Paragraph
(c).
- (c) In the event that the balance of the indebtedness due is not paid in full on
October 1, 1987, and in the further event that the undersigned or Holder, on
behalf of the undersigned, has been unable to procure a written commitment
for a loan at least equal to the then principal balance due and at a rate of

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12% amortized for twenty (20) years, with no points to the undersigned, then, Holder agrees to extend this Installment Note and Part Purchase Money Second Mortgage referred to hereafter for an additional 2 1/2 years, the principal balance as of October 1, 1987 to be amortized over a period of twenty (20) years at 12% per annum, with the final payment of principal and accrued interest due on April 1, 1990.

In addition to the monthly installment payment of principal and interest the undersigned shall deposit or cause to be deposited with National Republic Bank of Chicago, on the day each installment payment is due, a sum equal to one-twelfth (1/12) of the yearly general real estate taxes and special assessment (if any), and the estimated annual premium for the insurance required to be kept and maintained hereunder; such estimates to be based upon the last available tax bill or insurance premium statement, as the case may be. If the amount of the funds so held shall not be sufficient to pay such charges as they become payable, the undersigned shall promptly pay any amount found necessary to make up the deficiency. In the event that National Republic Bank of Chicago shall cease to require such deposits, for whatever reason, the undersigned shall make such payment directly to Mortgagee hereunder.

Identification No. 682153

CHICAGO TITLE & TRUST COMPANY, TRUSTEE
Laverne Howard
ASST. SECRETARY

END OF RECORDED DOCUMENT

Property of Cook County Clerk's Office
26 336 431