UNOFFICIAL COPY

LEGAL FORMS	TRUM BEFF W. MICH	FORMNO. April, 198			
	TRUST DEED (ILLINOIS) For Use With Note Form 14		and the second	2000	
	(Monthly Payments Including In			27094657	
	CAUTION: Consult a lawyer before using or acting All warranties, including merchantability and fitnes	under this form. is, are excluded.			
HIS INDENTURE	. made May 8	NAY-21-84 8.08	1362 2 2760	1437 ° A 二艦	
 At the control of the confidence 	ge J. Montalbano a	nd Evelyn P.	2 9 2 2 109	4007 4 A — Rec	
	o, his wife				
1440 Spen	2007年1月 - 100 - 200 - 150 - 40, 50 - 400 -	ey IL 🚧	EETO.	dirili dina di periodi di dila di	- 44
	AND STREET) (CI "Mortgagors," and	TY) (STATE)	and ali-		
Arrest (SE Need	Commerce in Berke	ley			
	The state of the s	rkeley IL	<u> </u>		
	AND (REET) (CI " rur ee," witnesseth: That Whereas a pri .cir promissory note, termed "	TY) (STATE) Mortgagors are justly indel	ted The Abo	ove Space For Recorder's Use Or	ıly
o the legal holder of erewith, executed b	a pri icir i promissory note, termed " i Karagagors, made payable to Beare mise to pay 1 principal sum of Twe	Installment Note," of even of r and delivered, in and by with NEV-FOUR Thou	ich Sand Seven Hui	ndred Seven & 31	/10
Ollars, and interest	from late	on the balance of princip	d remaining from time to tim	e unnaid at the rate of 14	perc
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	of each and every mough thereafter un				
accrued and unpai	d interest on the unpaid pring and bular	ice and the remainder to pri	icipal: the portion of each of	s evidenced by said note to be app said installments constituting pri	olied f ncipal
ne extent not paid w	hen due, to bear interest after in da	te for nayment thereof, at th	e rate of <u>19</u> per cen	t per annum, and all such payme	nts be
older of the note ma	sy, from time to time, in writing appoining unpaid thereon, together with acc	· note further provid	es that at the election of the le	egal holder thereof and without nearly at the place of payment afor	otice, resaid
ase default shall occ nd continue for thre	ur in the payment, when due, of any ins e days in the performance of any other	taliment of principal or inter agreement contained in this	est in accordance with the to Trust Deed (in which event	erms thereof or in case default she election may be made at any time	all oc after
xpiration of said thi rotest.	ee days, without notice), and that all [parties thereto severally wai	ve presentment for payment	, notice of dishonor, protest and	notice
NOW THEREF bove mentioned not	ORE, to secure the payment of the sai te and of this Trust Deed, and the perfo of the sum of One Dollar in hand pa	d principal sum of money and rmance of the command and	l interest in accordance with agreements herein containe	the terms, provisions and limitation d, by the Mortgagors to be perform	ons of med, a
ARRANT unto the	ie Trustee, its or his successors and as	signs, the following contrib	Real Estate and all of the	agors by these presents CONVI	EY Al
tuate, lying and bei	ng in the Village of B	erkerey con	T OF COOK	AND STATE OF ILLINOI	S, to v
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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 the 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, service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the nuther original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided 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, 'gu nin 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 pay able, 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 law. 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 i surar ce about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In car of fefault therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of M n 'gar ns in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrance: it ny, and purchase, discharge, compromise or settle any tax lien or other prior lien or tilte or claim thereof, or redeem from any tax sale or to e-time affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or "actived in connection therewith; including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to incorregated 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 are 's thereon at the rate of nine per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to ...m on account of any default hereunder on the part of Mortgagors.
- 5. 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 or into the validity of ar tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of int oted. see sherein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal tote, at d without notice to Mortgagors, all unpaid 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 case default shall occur into continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall be one lue whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right of creciose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any sui'. Accelose 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 heuret by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentar and expense twich may be estimated as to items to be expended after entry of the decree of the creen of the content of the title to or the value of the premises. In addition, all expendit res a decense of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and vary leaving including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant of def det, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure her of det, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure her of det, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure her of det, by reason of this Trust Deed or any indebtedness hereby secured; or (c) preparations for the commencement of any suit for the foreclosure her of det, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any su
- 8. 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 and the mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that wide the proceeding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that wide the proceeding paragraph hereof; second, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any of explusion of Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in whic's in complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, withou reped to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then used of the premise shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver sha' 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 deficie thurse period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 so all in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court is in 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 sector I 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 he of o. of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense witch world 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 access thereto shall oe or mitted for that purp
- mitted for that purpose.

 12. Trustee has no duty to examine the title, location, existence, or consequence this Trust Deed or to exercise any power herein given unless expressly obligated by the terms nerved, the trust of the satisfactory in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require satisfactory 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 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 principal 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 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 principal 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 he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine 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 of Trustee.

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, 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 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.

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.

FOR THE PROTECTION OF BOTH THE BORROWER AND identified herewith under Identification No. 9000009314
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

Bank of Commerce in Berkeley

The Installment Note mentioned in the within Trust Deed has been

UNOFFICIAL COPY

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 upon the intereof, 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.
- 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 filightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacion repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insuran 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 mo gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and case of insuran about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In a 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 encumbranc s, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sa', or feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses pg do incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note or new the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized the analysis of the note of th
- 5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, statem at 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.
- 6. Mortgagors shall pay each it is of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal one, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or e or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall secon a due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have 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 mortgage debt. In the series of the net for the enforcement of a mortgage debt. In the series of the net for networks in the decree for sale all expenditures and expenses which may be paid or mourred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for do a montary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entroof the decree) of procuring all such abstracts of thie, tilde searches and examinations, guarantee policies. Torrens certificates, and similar data and as a rances 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 a hidders 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 exp notitures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately de and report of the nature in this paragraph mentioned shall become so much additional indebtedness of the note in connection with (a) any act any, so or proceeding, including but not limited to probate and bankruptey proceedings, to which either of them shall be a party, either as plaintiff, claim into cefendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the forecle. we here of after accural of such right to foreclose whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclose of any threatened suit or proceeding, which might affect t
- 8. The proceeds of any foreclosure sale of the premises shall be distributed at d ar died in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to hat evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; four 1, 5 1/2 overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Contin which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, will out regard to the solvency or insolvency of Mortgagors at the time of application for such receiver 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 receivers! Ill 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 efficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Morge of except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be not except for the intervention of the protection, possession, control, management and operation of the premises during the whole of said period. The out from time to time may authorize the receiver to apply the net income in his hands in payment in whole or inpart of: (1) The indebte less secured hereby, or, by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior of the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any cet use 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 access the sto 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 to continue the trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or or instruction, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require intermit satisfactory 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 evidence that all in debtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of an person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal 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 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 principal note and which purports to be executed 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 and which purports to be executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine, principal note and which purports to be executed by the persons herein designated as makers thereof.

 14. Trustee may resime by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have
 - 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, 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 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.

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 RUSTED BETTER THE BETTER BE