

# UNOFFICIAL COPY

## TRUST DEED

85158585-A

85158585

THIS INSTRUMENT made August 16,

1985 between Anthony P. Giacomino and Linda M. Giacomino, his wife

SUBURBAN NATIONAL BANK OF WOODFIELD

herein referred to as "Mortgagors," and ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, an Illinois corporation, doing business in Schaumburg Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, and legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

Three Thousand and no/100

Dollars

and evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ SUBURBAN NATIONAL BANK OF WOODFIELD

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of \_\_\_\_\_ per cent per annum in installments (including principal and interest) as follows:

One Hundred one and 06/100 Dollars or more on the 15 day of September 1985 and One hundred one and 06/100 Dollars or more on the 15 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 on the 15 day of August 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 installment unless paid when due shall bear interest at the rate of 13.00 per annum, and all of said principal and interest being made payable at such banking house or trust company in Schaumburg Illinois, as the holder of the note may, from time to time in writing appoint, and in absence of such appointment, then at the office of Suburban National Bank of Woodfield in said City.

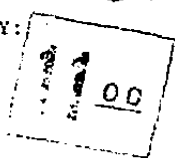
NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration 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 description of real estate and all of their estate, more or less, and interest therein, situate, lying and being in the Village of Schaumburg AND STATE OF ILLINOIS, to wit:

Lot 6046 in Section 1 Weathersfield Unit 6, being a Subdivision in the Southeast 1/4 of Section 29, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof, recorded in the Recorder's office of Cook County, Illinois, on March 16, 1966 as Document No. 19,767,895.

07-27-403-007-0000m

THIS DOCUMENT PREPARED BY:

SUBURBAN NATIONAL BANK OF WOODFIELD  
600 Woodfield Drive  
Schaumburg, Illinois 60195



which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon 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 not secondarily) and all apparatus, equipment or articles now or hereafter located on the premises, together with supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including but not restricting the foregoing, screens, window shades, storm doors and windows, floor covering, motion picture, swimming, stove 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 on 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 or assigns forever for the purposes and up to the use and trusts hereinafter set forth, free from all taxes and charges, and by virtue of the Homestead Exemption in Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly reserve and save.

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 hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagors, the day and year first above written.

*Anthony P. Giacomino* (SEAL) *Linda M. Giacomino* (SEAL)

STATE OF ILLINOIS,  
County of Cook

I, Joanne Green, a Notary Public in and for said County, of the State of Illinois, DO HEREBY CERTIFY THAT Anthony P. Giacomino and Linda M. Giacomino, his wife

Who \_\_\_\_\_ personally known to me to be the same person, \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the 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.

Given under my hand and Notarial Seal this \_\_\_\_\_ 16 day of August 1985.



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Page 2

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

1. Mortgagor shall promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which are damaged or destroyed, shall keep said buildings in good condition and repair, without waste, and free from mechanics' or other liens, and shall not expressly subordinated to the lien hereof, but 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 or charge. If the note, (a) complete within a reasonable time any building or building now or at any time in process of erection upon the premises, and comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (b) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may dispute or contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company 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 accordance with terms 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 expiration of the term 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 hereinafter required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any indebtedness secured hereby, and pay taxes, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or pay any tax and other charges on the premises, or contest any tax or assessment. All moneys paid for any of the purposes herein mentioned, 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 mortgage, the premises and the lien hereof, plus reasonable compensation to Trustee for each matter mentioned which action hereinafter may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable at once and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note herein secured making any payment hereby authorized relating to taxes or assessments, may do so in reliance on any bill, statement or other public record from the appropriate public office without inquiry into the accuracy of such bill, statement or other public record, and the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, 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 Mortgagor herein contained.

7. 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 other pertinent evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be necessary or prudent either to prosecute such suit or to evidence the holders 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 expenditure and expenses of the nature in this paragraph mentioned shall become so much of the said indebtedness secured hereby and become hereby due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with 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 actual or constructive commencement of such suit; 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.

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 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 surplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

9. 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 the premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor 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 sold 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 time when Mortgagor, except for the satisfaction of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are incident to such receiver for the practice of his session, 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: (a) The indebtedness secured hereby, or of any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become due on the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and redemption.

10. No action for the enforcement of the lien 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 access there to shall be granted at all times.

12. Trustee has no duty to measure the title, location, existence or condition of the premises, or to inquire into the validity of the claims of the mortgagee, or into the validity of the mortgages on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to issue any public opinion given 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 and releases to be hereafter executing any power herein given.

13. Trustee shall release this trust deed and the lien hereof 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 genuine note herein described any note which bears an identification number purporting to be placed thereon by a predecessor trustee, or which conforms in substance with the description herein contained of the note and which purports to be signed and by the person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never been placed on the note described herein, it may accept as the genuine 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 by the person herein designated as maker thereof.

14. Trustee may return 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 hereunder shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the interest on any part interest, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or the owner shall receive for its services a fee as determined by its rate schedule in effect when this trust deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under the terms of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

PROPERTY - CHICAGO

NOTICE

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

Mortgage No. \_\_\_\_\_  
**CHICAGO TITLE AND TRUST COMPANY,**  
Trustee  
By \_\_\_\_\_  
Trustee Secretary, Assistant Vice President

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