



TRUST DEED

B.H.
720066

1987 AUG 21 PM 3:03

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 21, 1987, between AMELIO P. MICHELI and LOUISE MICHELI, his wife, of Medford, Massachusetts,

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of NINE THOUSAND ONE HUNDRED SIXTY-SIX (9,166.66)-----

-----Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from August 21, 1987, on the balance of principal remaining from time to time unpaid at the rate of nine (9) per cent per annum in instalments (including principal and interest) as follows:

SEVENTY-THREE AND 80/100 (\$73.80)----- Dollars or more on the 1st day of October 1987, and SEVENTY-THREE AND 80/100 (\$73.80)----- Dollars or more on the 1st 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 1st day of September 1997. 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 instalment unless paid when due shall bear interest at the rate of eighteen per annum, and all of said principal and interest being made payable at such 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 Michael A. Zelmar & Assoc., Ltd. in Glenview, Illinois

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 described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Hanover Park COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

P.I.N. 06-25-302-044 FDB

13.00

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The Lien of this Trust Deed is junior and subordinate to the lien of the following Trust Deed or Mortgages made by Maker. Mortgage dated 8/14/87 to WELLS FARGO CREDIT CORP. securing Note dated 8/14/87 in amount of \$385,000.00; Mortgage dated 8/21/87 to Chicago Title & Trust Co. securing Note dated 8/21/87 in the amount of \$20,000.00 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 thereof 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 therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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 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 and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

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.

Mary J. Sullivan (NO NOTAR) [SEAL] Amelio P. Micheli [SEAL] Louise Micheli [SEAL]

STATE OF MASSACHUSETTS I, James G. HATJAN SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT AMELIO P. MICHELI and LOUISE MICHELI, his wife

who is personally known to me to be the same person whose name is subscribed to the foregoing 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 21st day of August 1987.

Notarial Seal

James G. Hatjan Notary Public

UNOFFICIAL COPY

AGE IN RECORDED DOCUMENT NUMBER BOX 833-114

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
7211 N 42ND ST
CHICAGO ILL 60632

MAIL TO: Michael A. ZELMER
800 WALKER RD
CHICAGO ILL 60632

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD, THE BORROWER AND TRUST COMPANY SHALL SIGN AND DELIVER TO THE TRUST COMPANY A COPY OF THIS TRUST DEED.

CHICAGO TITLE AND TRUST COMPANY
Identification No. 220066
By: *[Signature]*
Assistant Secretary/Assistant Vice President

1. Mortgages 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 insured) under policies providing for payment for the benefit of the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee. Trustee 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 respective dates of expiration.

2. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages 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 lien or other lien or title or claim hereof, or redeem from any tax sale or foreclosure affecting said premises, or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 a part of the indebtedness secured hereby, and shall be secured by the same lien and priority as the indebtedness secured hereby.

3. The Trustee or the holders of the note hereby secured making any payment hereunder on the part of Mortgages, considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgages 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 lien or other lien or title or claim hereof, or redeem from any tax sale or foreclosure affecting said premises, or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 a part of the indebtedness secured hereby.

5. The Trustee or the holders of the note hereby secured making any payment hereunder on the part of Mortgages, considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

6. Mortgages 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 Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything 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 act or agreement of the Mortgages 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 expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's 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 reasonably necessary either to secure 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 expenses and expenses of the nature in this paragraph mentioned shall become a part of the indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the rate mentioned in this paragraph, during the full term, taxes and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full term, taxes and profits of said premises, whether there be redemption of or not and the Trustee hereunder may be a party to such foreclosure suit to collect the full amount of such deficiency, and all other powers which may be necessary or appropriate for the protection, possession, control, management and operation of the premises during the whole or in part of (a) the term of the note, or (b) the deficiency in case of a sale and a deficiency. The court from time to time may authorize the receiver to apply the net proceeds in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or any other debt or obligation of the Mortgages secured hereby, or (b) the deficiency in case of a sale and a deficiency. The court may also authorize the receiver to apply the net proceeds in his hands in payment of or to become a part of: (a) The deficiency in case of a sale and a deficiency, or (b) the deficiency in case of a sale and a deficiency. The court may also authorize the receiver to apply the net proceeds in his hands in payment of or to become a part of: (a) The deficiency in case of a sale and a deficiency, or (b) the deficiency in case of a sale and a deficiency.

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 overplus, any overplus to Mortgages, 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of said Mortgages. The receiver shall have the same powers and authority as a receiver appointed by a court of competent jurisdiction, and shall have the right to collect the full amount of such deficiency, and all other powers which may be necessary or appropriate for the protection, possession, control, management and operation of the premises during the whole or in part of (a) the term of the note, or (b) the deficiency in case of a sale and a deficiency. The court from time to time may authorize the receiver to apply the net proceeds in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or any other debt or obligation of the Mortgages secured hereby, or (b) the deficiency in case of a sale and a deficiency. The court may also authorize the receiver to apply the net proceeds in his hands in payment of or to become a part of: (a) The deficiency in case of a sale and a deficiency, or (b) the deficiency in case of a sale and a deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be 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 be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee 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.

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 receipt 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 the genuine note herein described any note without inquiry. Where a release is executed by such successful trustee may accept as the genuine note herein described any note without inquiry. Where a release is executed by such successful trustee, such successful trustee may accept as the genuine note herein described any note without inquiry. Where a release is executed by such successful trustee, such successful trustee may accept as the genuine note herein described any note without inquiry.

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 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of "note" when used in this instrument shall be construed to mean "note" when more than one note is used.

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

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

87462931

RIDER TO TRUST DEED
DATED AUGUST 21, 1987

Between

AMELIO P. MICHELI and LOUISE MICHELI
Mortgagors

and

CHICAGO TITLE & TRUST COMPANY AS TRUSTEE

R-1. The premises are legally described as follows:

PARCEL I:

THE SOUTH 67.50 FEET OF THE NORTH 722.00 FEET OF LOT 5 IN BLOCK 15 OF UNIT NUMBER 5, HANOVER GARDENS FIRST ADDITION, BEING A SUBDIVISION OF BLOCKS 9 AND 15 OF UNIT NUMBER 3, HANOVER GARDENS FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

PARCEL II:

EASEMENTS FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION OF EASEMENT RECORDED OCTOBER 22, 1973 AS DOCUMENT NUMBER 22,520,450 AS CREATED BY DEED FROM HANOVER BUILDERS TO CAMPBELL DATED OCTOBER 12, 1973 AND RECORDED NOVEMBER 6, 1973 AS DOCUMENT NUMBER 22,535,924 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

R-2. In the event of (i) the sale, conveyance, or transfer of the premises, or any part thereof, or any interest therein, (ii) the execution of Articles of Agreement for conveyance of title to the premises, (iii) the grant of a leasehold interest containing an option to purchase the premises, or (iv) the change in ownership of the beneficial interest in a trust, in circumstances where title to the premises is vested in a trustee of such trust, without the prior written consent of the Holders of the Notes secured by this Trust Deed the Holders of the Note secured by this Trust Deed shall have the right at their option to declare all sums secured by this Trust Deed to be immediately due and payable.

R-3. In the event any payment due hereunder is received by the Holders of the Notes secured by this Trust Deed on or after the 16th day of the month there shall also be due as a late charge without further notice to First Party an additional interest hereunder an amount equal to 5% of the delinquent payment of principal and interest and such late charge shall be assessed thereafter during each month said payment is not made on or before the 15th day of that month.

R-4. A default and acceleration in the first Mortgage on the premises shall at the election of the Trustee or Holder hereof constitute a default of this instrument.

Amelio P. Micheli

Louise Micheli

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Property of Cook County Clerk's Office

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