For Use With Hote Form 1448

(Monthly Payments Including Interest) 6 HIII: 15

87613440

CAUTION: Coresin a lawyer before using or acting under this form, Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or timess for a particular purpose 19_87 November 7, THIS INDENTURE, made _ 87613440 berreco Matthew M. Cozzi & Patricia E. Cozzi, his wife. 17831 South 66th Ave., Tinley Park Illinois herein referred to as "Mortgagors," and Midlothian State Bank St 147th St Midlothian IL 60445 (NO.ANDSTREET) (CITY) (STATE) 3737_West The Above Space For Recorder's Use Only Dollars, and interest from date on the balance of principal remaining from time to time unpaid at the rate of 0.5 per annum, such principal sum and interest to be payable in installments as follows:

Dollars on the installments as follows: 81/100" OTHORSE Dollarson the first d vo January 188 an Seven-Hundred Thirty-Eight 681/100 the first day of each argery month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sconer paid, NECEMBER 1998 SERVICE AND ASSESSED AS INCIDENTAL PROPERTY OF THE SECOND PROPERTY AND A SECOND PROPERTY SECOND made payable at Midlothian Sizte Bank or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpast thereon, togeth (with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall holder thereon, togeth (with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall holder thereon of the days in the performance of an other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said thereon days, without notice), and that all paties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

Thirty

NOW THEREFORE, to secure the payment of the soil principal sum of money and interest in accordance with the terms, provisions and limitations of the labove mentioned note and of this Trust Deed, and the performance of the coverants and agreements herein contained, by the Morgagors to be performed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, Morgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns the following described Real Estate and all of their estate, right, title and interest herein.

COUNTY OF Cook

AND STATE OF ILLINOIS, to with COUNTY OF COOK AND STATE OF ILLINOIS, to wit: situate, lying and being in the ... SEE ATTACHED RIDER FOR LEGAL DESCRIPTION 13'87 which, with the property hereinafter described, is referred to herein as the "premises Permanent Real Estate Index Number(s): 28-31-220-001-0006 Address(es) of Real Estate: 17831 South 66th Ave., Tinley Park Illinois TOGETHER with all improvements, tenements, casements, and appurtenances thereto belonging, and all r. ints, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged prime hand on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or bereafter therein or thereon used to sup; his beat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting tree foregoing), secretis, window shades, storm doors and windows. Boor coverings, inador beds, stoves and water heaters. All of the foregoing at i declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and as simil. It other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the vaid Truster, its or his successors and assigns, forever, for the narray or and more the uses and trusters. TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purpose, 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 illinoi, which said rights and benefits Mortgagors do hereby expressly release and waive.

The name of a record owner is:

Matthew M. Cozzi and Patricia E. Cozzi, his wife This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Ped) are incorporated herein by reference and herein and page thereof the same as though they were here set out in full and shall be binding on invigagors, their heirs, successors and assigns. ** & also releases & waives the exemption created pursuant to witness the hands and seah of Morgagors the day and year first above written. Title 11 of the US Code Sec. 522D-1.

PLEASE Matthew M. Cozzi (Seal) Patricia E. Cozzó (Seal) PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) SEARCY STATE I. Torth

SEARCY STATE I. Torth

Medical State of Wappeared before me this day in person, and acknowledged that the Ley signed, scaled and delivered the said instrument as

We commission Expires Sthear of the My Commission Expires Sthear free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the reseases reseases research to the popularies of the properties of 19__8.7 November Given under my hand and official seal, this... Ballace Mth __ 19_9.0 Commission expires ___March_26,___ Notary Public This instrument was prepared by John R. Sullivan 4610 W. 147th St. Midlothian IL 60445

(NAME AND ADDRESS)

≟∜ 23**3 - GG**

Mail this instrument to John R. Sullivan 4610 W. 147th St.

OR RECORDER'S OFFICE BOX NO. ____

(ZIP COOE)

Midlothian IL 60445

(STATE)

- THE FOLLOWING ARE THE COVENANT, CONDITIONS AND PROVISIONS REFERENT TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND VHICH YOUM. PART OF THE TRUST DEED WHICH THE RESIDENCE.

 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 on hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or tiens 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 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 premines 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 incurance 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 renewal 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 hereinbelore 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 lien 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 reasonable 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 a thinterest thereon at the rists of nine per ceal per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accrease to them on account of any default hereunder on the part of Mortgagors.
- 5. The Trustee or the miders 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 'ali i'vy of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay the item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of our no incipal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal or in the 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 resided 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 be note or in 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 d bi. 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 altorneys' 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 a (or entry of the decree) of 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 no evidence to bidders at any sale which may be had pursuant to such decree there come so much additional indebtedness secured hereby and immorphism of the fittle to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immorphism of the fittle to premise or holders of the note in connection with (1) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plann? "Elaimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding in a filter accural of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding and affect the premises or the security hereof, whether or
- 8. The proceeds of any foreclosure sale of the premises shall be distriou ed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including ill w h items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebted as additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining was a fourth, any 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 De. d. he Court in which such complaint 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 Mortgagors at the time of application for such receiver and without regard to the men value, of the premises or whether the same shall be then occupied as a homestead or noticand the Trustee hereunder may be appointed as such receiver, St. th receiver shall have power to collect the rents uses and profits of said premises during the pendency of such foreclosure suit and, in care of a cale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times then 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 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 been, superior to 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 surject 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 time; 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, nor shall Truster be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. Trustee thall 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 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 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,
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.

IMPORTANT

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

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.

Senior Vice President, Midlothia State Bank

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UNOFFICIAL COPY :

RIDER

Re: Trust Deed between Matthew M. Cozzi and Patricia E. Cozzi, his wife, and Midlothian State Bank.

The undersigned shall also pay to trustee on each monthly payment date an additional amount equal to 1/12 of the annual taxes and assessment levied against the said property and 1/12 of the annual premium for hizard insurance, all as estimated by the trustee, or in the alternative, may pledge an interest-bearing savings account with Midlothian State Bank in an amount sufficient to secure the payment of anticipated taxes and/or insurance. Upon default see Note as to additional interest.

It is further agreed and understood by and between the parties hereto that should the love-described real estate at any time hereafter be sold, or title thereto transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining secreed by this Trust Deed shall become immediately due and payable of any time hereafter at the option of the trustee, owner, and/or holder of this mortgage and/or holder of the "Installment Note".

LEGAL DESCRIPTION:

Lot 6 in Malecky Subdivision, being a Resubdivision of Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 13, 34, 35, 36, 37, 38, 39, 40, 41 and 42 in Block 4; and the West ½ of the Vacated Alley lying East of and adjoining Lots 21 - 42, both inclusive in Block 4; and the North ½ of vacated 170th Street lying South of and adjoining Lot 24 in Block 4 and the North ½ of vacated 178th Street lying South of and adjoining the West ½ of the vacated alley lying East of and adjoining Lot 44 aforesaid; and the South ½ of the Vacated 178th Street lying West of the Southerly extension of the East Line of the West ½ of Block 4 and Lots 26 thru 50, inclusive, in Block 5 and that part of the vacated alley lying West of the West line of the East 133.50 feet of Block 5 all in Whitney and Bishops Addition to Tinley Park, a plat of the Southeast ½ of the Northeast ½ of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Fermanent Tax # 28-31-220-001 M

Commonly known as: 17831 S. 66th Ave., Tinley Park IL 60477

UNOFFICIAL COPY

OOL COMMON CONTROL

ONTO IN INTERNAL