



717881 TRUST DEED

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS FILED FOR RECORD 7 87 17 02 54

1987 APR -1 AM 10: 07

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made March 30 19 87, between PETER C. OLENO and LINDA OLENO, his wife

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 Ninety Thousand and no/100 (\$90,000.00) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF SEARON PAUL LEONAS and ELEANOR LEONAS, his wife, or the survivor of them

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 30, 1987 on the balance of principal remaining from time to time unpaid at the rate of 9 percent per annum in instalments (including principal and interest) as follows:

Seven Hundred Twenty four and 17/100 (\$724.17) Dollars or more on the 30 day of April 19 87, and Seven Hundred Twenty four and 17/100 Dollars or more on the 20 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 30 day of March, 1989. 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 9 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 Paul and Eleanor Leonas in Cook County Buffalo Grove, Ill.

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 Rolling Meadows, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 4 in Winthrop Village being a subdivision in the East 1/2 of the South West 1/4 of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, together with rights of ingress and egress in Out Lot "A" as established by Plat of Declaration recorded July 16, 1968 as Document 20552835 as amended from time to time in Cook County, Illinois

Property Address: 1 Donegal Lane Rolling Meadows, Ill. 60008

P.I.N. 02-26-315- 004

12.00

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, in building (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, 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. RIDER A is attached hereto and made a part hereof

WITNESS the hand and seal of Mortgagors the day and year first above written.

Signature lines for Peter C. Oleno and Linda Oleno with (SEAL) markers.

STATE OF ILLINOIS, I, Elsie G Holzwarth, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PETER C. OLENO and LINDA OLENO his wife

who personally known to me to be the same person whose name 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 30 day of March 1987.

Notarial Seal

commission expires April 23, 1989 Elsie G. Holzwarth Notary Public

71-08-262 D1

Instrument prepared by Elsie G Holzwarth, 134 N. LaSalle, Chicago, Ill. 60602

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MAIL TO: ELSIE G. HOLZWARTH

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

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

CHICAGO TITLE AND TRUST COMPANY,
Trustee
Assistant Secretary/Assistant Vice-President

717684

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien or expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance which apply to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay any 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 a duplicate receipt therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter 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 companies of monies sufficient to pay the cost of replacing or repairing the same in full, the indebtedness secured hereby, all in compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee or to holders of the note, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver general policies not less than ten days prior to the respective dates of expiration.

4. In case of default thereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter 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 paid lien or title or claim thereon, or redeem from prior tax sale or foreclosure affecting said premises or contract or assessment, any tax or assessment, and any other monies advanced by Trustee or authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies 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 by this Trust Deed and shall be secured by the same lien as the principal indebtedness secured hereby.

5. The Trustee or the holders of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, foreclosure, tax lien or title or claim thereon.

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 any provision in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the 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 agreement of the Mortgages herein contained.

7. When the indebtedness 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 all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, 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 assumptions 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 the premises. All expenses and charges 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 post mortally rate set forth in the note and shall be secured by the same lien as the principal indebtedness secured hereby.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, an amount of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof are secured in preference to the lien hereof; third, any expenses, attorney's fees, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed, may appoint a receiver of said premises, or of any part thereof, without notice, without regard to the solvency or insolvency of Mortgages at the time of application for such receiver, and without regard to the 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 time when Mortgages, during the full period of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of the period. The receiver may, at any time, make a special assessment or other lien which may be or become a part of the indebtedness secured hereby, or by any decree foreclosing the lien hereof, provided such application is made prior to the closing of a sale and superior to the lien hereof or of such decree, provided such application is made prior to the closing of a sale and superior to the lien hereof.

10. No action for the enforcement of the lien or of any provision hereof shall be a bar to any defense which might 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 a 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, or to inquire into the validity of the signatures or of the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power 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.

13. Trustee shall release this trust deed and the lien thereon 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, and all in the event of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby required has been paid, which representation Trustee may accept as true without inquiry, where a release of a successor trustee, or such successor trustee may accept as the genuine note hereon described any note which bears an identification number, purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the 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 maker and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described by the note and which may be executed by the persons herein designated as the makers thereof; and where the release is requested of the original maker and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described by the note and which may be executed by the persons herein designated as makers hereof.

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

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RIDER A

THIS RIDER A is made this 30 day of March, 1987 and is incorporated into, and shall be deemed to amend and supplement this Trust Deed of the same date given by the undersigned Borrowers to secure the Note to PAUL LEONAS and ELEANOR LEONAS, or the survivor of them, of the same date covering the property described in said Trust Deed and located at:

1 Donegal Lane, Rolling Meadows, Ill. 60008

P.I.M. 02-26-315-0004

1. Subject to applicable law or written waiver by the holders of the Note, the undersigned shall pay to the holders of the Note on the day the monthly payments are due under the Note, until the Note is paid in full, a sum equal to 1/12 of (a) yearly taxes and assessments which may attain priority over the Trust Deed and (b) yearly hazard insurance premiums. The holders of the Note shall deposit same in an escrow account and shall apply the sums in said account to the payment of the aforesaid escrow items. Unless an agreement is made in writing or applicable law requires interest to be paid, the holders of the Note shall not be required to pay interest on the escrow account. If the Note is paid in full, any amounts in the escrow account to which the undersigned are entitled shall be forwarded to them.

2. Upon reasonable request by holders of the Note, the undersigned will furnish to them a copy of the paid real estate tax bills for all taxes then due and payable and a copy of the hazard insurance policy in effect on the premises showing a mortgage clause in favor of the holders of the Note and showing a paid receipt for payment of all premiums due and payable.

3. If all or any part of the property or any interest therein is sold or transferred or conveyed without the prior written consent of the holders of the Note, said holders may, at their option, require immediate payment in full of all sums secured by the Trust Deed. If the undersigned fail to pay the sums secured by the Trust Deed, then the holders of the Note may invoke any remedies permitted in the Trust Deed and Rider A.



PETER C. OLENO



LINDA OLENO

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AFFIDAVIT

That I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears to me, and I am a member of the Board of Supervisors of Cook County, Illinois, and I am qualified to depose and say that the within and foregoing is a true and correct copy of the original as the same appears to me.

Subscribed and sworn to before me this _____ day of _____, 19____.

My commission expires this _____ day of _____, 19____.

Notary Public for Cook County, Illinois.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public for Cook County, Illinois.

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public for Cook County, Illinois.

CLERK OF CIRCUIT COURT

CLERK OF CIRCUIT COURT

ATTEST