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FEB-19-88

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TRUST DEED

88073970

Junior Mortgage

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made February 9, 1988, between Giuseppe Camaci, a bachelor

PARKWAY BANK & TRUST CHICAGO TRUST COMPANY, herein referred to as "Mortgagors," and

an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 **Seven thousand** Dollars, and **00/100** 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 date of disbursement on the balance of principal remaining from time to time unpaid at the rate of **11.43** per cent per annum in instalments (including principal and interest) as follows:

one hundred fifty three & 70/100 Dollars on the 9th day of March 1988, and one hundred fifty three & 70/100 Dollars 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 9th day of february 1993. 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 seven per cent 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 First state Bank of Chicago 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 described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS,

to wit:
Lots 43 and 44 in Block 8 in Ellsworth in the West 1/2 of the South East 1/4 of Section 25, Township 40 North, Range 12, East of the third Principal Meridian according to the plat thereof recorded June 15, 1891 as document 1487234 in Book 49 of plats page 35, in Cook County, Illinois

ID# 12-25-411-003-0000-44
12-25-411-004-0000-43
G-B-088

This document prepared by:
Gail Ghilarucci
First state bank of Chicago
4646 N. Cumberland
Chicago, IL 60656

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
[SEAL] Giuseppe Camaci [SEAL]

STATE OF ILLINOIS, I, Audrey Richmond
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Giuseppe Camaci, a bachelor

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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 9th day of February 1988.
Audrey Richmond Notary Public

Notarial Seal

88073970

88073970

13.00

Amount \$ 9,222.00
 Maturity 2-9-93
 Account No. 108-5094
 Date February 9, 1988

COLLATERAL INSTALMENT NOTE

UNOFFICIAL COPY

PROCEEDS OF LOAN APPLIED TO:	
1. RENEWAL of	_____
2. CR. ACCT. NO.	_____
3. CHECK NO.(s)	_____
PAYEE	_____
PAYEE	_____
Signature of Borrower	

FOR VALUE RECEIVED, the undersigned Debtors (hereinafter called Debtor), jointly and severally, promise to pay to the order of

First state Bank of Chicao 4646 Cumberland Chicago, IL 60656

In lawful money of the United States the sum of \$ 9,222.00 in 59 successive monthly instalments of \$ 153.70 each and a final instalment, which shall be \$ 153.70 beginning on March 9, 1988, and thereafter on the same day of each subsequent month until paid in full.

To secure payment of this note and all other liabilities of the undersigned to the Lender or other Holder hereof, howsoever created, whether now existing or hereafter arising, whether direct or indirect, whether absolute or contingent, and whether due or to become due (this note and all other liabilities being hereinafter called the "Obligations"), the undersigned pledges to the Holder and grants to the Holder a security interest in all property and interests therein of the undersigned of any kind, now or at any time hereafter assigned, transferred or delivered to or left in the possession of the Holder by or for the account of the undersigned, including but without limitation all property described in security agreements executed by the undersigned, receipts for collateral from time to time issued by the Holder to or for the account of the undersigned and the following described property (said property and any accessions thereto being hereinafter called "Collateral"); to-wit:

Junior Mortgage on Property located at 2643 N. 74th Ct, Elmwood Pk, IL 60635

If any one or more of the following events shall occur (hereinafter called an "Event of Default"), that is to say, if: (i) default shall be made in the punctual payment of any obligation hereunder, when due; or (ii) any statement, application or supporting financial statement furnished the Holder by the undersigned shall be found to be false in any material respect; or (iii) default shall be made in the punctual payment of any other obligation of the undersigned to the Holder, when due; or (iv) the undersigned, or any of them, shall become insolvent, or shall be unable to pay his debts as they mature; or shall admit in writing his inability to pay his debts as they mature; or shall make an assignment for the benefit of his creditors, or shall file or commence or have filed or commenced against him any proceeding for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of Debtors, readjustment of indebtedness, reorganizations, compositions or extensions, or a receiver or trustee shall be appointed for the undersigned; or (v) the undersigned, or any of them, shall die; or (vi) the Holder shall deem itself insecure, for any reason whatsoever then, upon the occurrence of any such event, this note shall, at the option of the Holder, become immediately due and payable without presentment, demand, notice or protest of any kind, all of which are expressly waived by the undersigned. In case of the occurrence of an Event of Default hereunder, any indebtedness due from the Holder to any of the undersigned may, at the option of the Holder, be set off and applied against this Note whether due or not. The term "undersigned" as used in this Note shall include all of the makers of this Note and all guarantors thereof. Each of the undersigned agrees to pay all costs of collection, legal expenses and reasonable attorney's fees incurred or paid by the legal Holder in collecting this Note after the occurrence of an Event of Default.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.43 %	\$ 2,222.00	\$ 7,000.00	\$ 9,222.00

Itemization of the Amount Financed of \$ 7,000.00

\$ 6,863.00 Amount given to you directly

\$ _____ Amount paid to Lender on your Account No.

Amounts paid to others on your behalf

\$ _____ to insurance companies

\$ 12.00 to Recorder of Deeds

\$ 125.00 to Roppolo Realty

\$ _____ to _____

\$ _____ Prepaid finance charge

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>60</u>	\$ <u>153.70</u>	<u>Monthly beginning March 9, 1988</u>

Insurance
 Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life for Term of Credit	\$ _____	I/we want credit life insurance Signature _____ Signature _____
Credit Disability for Term of Credit	\$ _____	I want credit disability insurance Signature _____
Credit Life and Disability for Term of Credit	\$ _____	I want credit life and disability insurance Signature _____

Security: You are giving a security interest in: the goods or property being purchased right of set-off against any moneys, credits or other property of yours in the possession of the Holder, on deposit or otherwise. (brief description of other property). Jr Mortgage

Late Charge: If a payment is late, for more than 10 days, you will be charged \$5.00 or 5% of the payment, whichever is less.

Prepayment: If you pay off early, you will be entitled to a refund of part of the finance charge. See your contract terms on face and reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

SECURITY INTEREST: The holder has a security interest for the payment of all obligations due it in all property and assets of Debtor and Guarantors (if any) which are in the possession or control of Holder and holder is granted a right of set-off or lien on any deposit or sums now or hereafter owed by Holder to Debtor and Guarantors (if any)

LATE CHARGE: Debtor(s) agree to promptly pay to the legal Holder hereof a delinquency charge on each instalment unpaid for a period of 10 days past its due date, equal to 5% of the instalment or \$5.00, whichever is less.

DEFAULT CHARGES: Debtor(s) agree to pay court costs and reasonable attorney's fees incurred by Holder in the collection or enforcement of debt, after default. In the event of any default hereunder, the entire balance may be declared due and payable. In the event of acceleration, Debtor shall be credited with the same rebate of unearned FINANCE CHARGE as for voluntary repayment.

RIGHT OF PREPAYMENT: The Debtor(s) may prepay this contract in full at any time before maturity of the final instalment hereunder, and if he does so, Debtor(s) shall receive a refund of part of the unearned finance charge calculated on the rule of 78ths, except that when the amount of the refund credit is less than \$1.00, no refund credit will be made. Prepayment in full will reduce the insurance charge (if any) for this loan.

I (We) Herby Warrant and Certify that the proceeds of this loan will be used solely for purposes only as follows: _____

(Date) _____ Signature _____ Signature _____

By executing this instrument, the undersigned agrees to all its terms and provisions and acknowledges the receipt of a completely filled in copy prior to execution hereof.

Phone H 453-1316 B 545-9445 Soc Sec No. 352-66-3801

Address 2643 N. 74th Ct (Street) Elmwood Park, IL 60635 (City) (State) (Zip Code)

Signature Giuseppe Camici Signature _____

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ADDITIONAL TERMS AND PROVISIONS

Upon the occurrence of any such Event of Default, and at any time thereafter, the Holder shall have the rights and remedies of a secured party under the Uniform Commercial Code of Illinois, including without limitation thereto, the right to sell or otherwise dispose of any or all of the Collateral and, further, the right to demand that the Debtor shall assemble the Collateral and make it available to Holder at a reasonable time and place convenient to Holder. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Holder will send the undersigned reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to the undersigned at the last address for the undersigned shown on the Holder's records at least five days before the time of the sale or disposition.

If the Holder should at any time be of the opinion that the Collateral is not sufficient, or has declined or may decline in value or should the Holder deem itself insecure, then the Holder may call for additional security satisfactory to the Holder and the undersigned promises to furnish such additional security forthwith. The call for additional security may be oral or by telegram or by United States Mail addressed to the last address for the undersigned shown on the Holder's records.

The right is expressly granted to the Holder at its option to transfer at any time to itself or to its nominee any Collateral pledged hereunder and to receive the income thereon and hold the same as security or apply it on the principal or interest due hereon or due on any liability secured hereby. The Holder shall use reasonable care in the physical custody of any Collateral, but shall bear no responsibility for its protection, collection or enforcement.

The Holder may at its option, whether or not this Note is due, demand, sue for, collect or make any compromise or settlement it deems desirable with reference to Collateral held hereunder. The Holder shall not be bound to take any steps necessary to preserve any rights in the Collateral against prior parties, which the undersigned hereby assumes to do.

No right or remedy granted to the Holder herein shall affect or diminish any right or remedy granted to the Holder in any security agreement executed by one or more of the undersigned relating to any Collateral securing these Obligations.

All of the undersigned agree that they are each primarily and jointly and severally liable hereon and that the receipt of the consideration hereof by any one of the undersigned shall constitute the receipt thereof by all of the undersigned; and agree that no release of one or more makers of this Note or of any security for this Note shall release any other maker. Each of the undersigned consents to any and all renewals or extensions of this Note.

No delay or omission on the part of the Holder in exercising any power or right hereunder shall impair such right or power or any other right or power of Holder hereunder. All rights, powers and remedies of Holder are cumulative. No waiver by Holder of any default shall operate as a waiver of any other default or of the same default on a future occasion.

Every legal Holder of this Note shall have and may exercise all the rights and powers given to the Lender in this Note and every notice to or act committed by any one of the undersigned shall constitute a notice to or act committed by all of the undersigned.

GUARANTY

For value received, the undersigned, jointly and severally, unconditionally guarantee the full and prompt payment of the within note, and agree to pay all costs, expenses and attorneys' fees incurred by holder in collecting the same and in enforcing this guaranty.

The undersigned agree that their liability hereunder shall in no wise be affected or impaired, nor shall any guarantor be discharged, in whole or in part, by any of the following occurrences: (1) the death, incompetency, insolvency, bankruptcy, liquidation, dissolution or withdrawal of maker or of any guarantor; or (2) renewal, refinancing or extension of the time of payment of any instrument or installments of the within note or of any other indebtedness of maker to holder; or (3) acceptance by holder of part payment of any installment of the within note; or (4) release, surrender, sale, exchange or substitution by holder of all or any part of the collateral of maker or of any other guarantor; or (5) release by holder of any one or more of the undersigned guarantors or acceptance of new and additional guarantors; or (6) failure of holder to perfect any security interest in the collateral of maker or of any guarantor or to record or register any lien or encumbrance thereon; or (7) unenforceability of any document or instrument executed by maker.

It is expressly agreed by the undersigned, and each of them, that it shall not be necessary for holder to proceed first against the maker or any other guarantor, or to have recourse to the collateral of maker or any other guarantor, before proceeding to enforce this guaranty or as a condition to payment or performance by guarantors hereon. It is further agreed that holder shall have the exclusive right to determine where, in what manner and to which indebtedness all payments and credits, including the proceeds of physical damage and credit insurance, shall be applied. The holder hereof may, at any time or times, appropriate and apply toward payment of this guaranty any moneys, credits or other property belonging to guarantors, or any one of them, in possession or control of the holder including, but without limitation, all balances, credits deposits and moneys; and holder is hereby granted a first and prior lien thereon.

The undersigned, jointly and severally, waive demand, notice of dishonor, presentment for payment, diligence in collection, acceptance of this guaranty and notice of any adverse change in the financial condition of maker or any guarantor or of any other fact that might materially increase the risk of the guarantors hereon. This guaranty shall be binding upon the undersigned, jointly and severally, and upon the heirs, legal representatives, successors and assigns of the undersigned, and of each of them, and shall inure to the benefit of holder, his successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Illinois.

Address

Signature

88073970

05/01/2014

County Clerk's Office