

UNOFFICIAL COPY

This Indenture, Made this 4th day of August, 1989. WITNESSETH, that WHEREAS THE GRANTOR Joseph P. Cairo and Elizabeth Cairo, his wife, as joint tenants and not as tenants in common of the City of Palos Heights in the County of Cook and State of Illinois, justly indebted to the legal holder or holders of the principal promissory note hereinafter described in the principal sum of Two Hundred Fifty Thousand and no/100 (\$250,000.00) ----- DOLLARS. as evidenced by said note, to-wit:

Promissory note in the principal amount of \$250,000.00 and repayable in thirty five (35) monthly installments of \$2,840.40 including interest, with the final payment of all unpaid principal and unpaid interest being due and payable on August 5, 1992.

72-17-4120

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bearing even date herewith, made payable to Bearer and by the Grantors duly delivered, which said principal and each and every installment thereof or of interest thereon bear interest after maturity at the rate of 8% per annum, and all of said principal and interest to be payable in lawful money of the United States of America at the office of First State Bank and Trust Company of Palos Hills, Palos Hills, Illinois.

NOW, THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto First State Bank and Trust Company of Palos Hills, a corporation created and existing under the laws of the State of Illinois and doing business in Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to-wit:

Lot 34 and the North Half of Lot 33 in Frank De Lugach's Central Avenue Gardens Subdivision of the East 2/5 of the East Half of the North East Quarter of Section 17, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known as 10505-15 S Parkside, Chicago
PIN 2417207001 + 002

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situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and the right to retain possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in said premises or in the operation thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Grantee and to its successors forever for the purposes, uses and trusts herein set forth, and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of registration, and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances, if any, to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided for, before any penalty shall attach thereto; all taxes and assessments or installments thereon levied upon said premises, to commit or suffer no waste to said premises, to suffer no liens of mechanics or material men, or other claims to attach to such premises, and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks commonly known as extended coverage, to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, and such policies to include the usual Mortgagee or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in that regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct, either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors to pay said taxes and assessments or any installments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or of any of them, may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales thereof, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, or principal thereof, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time after such default without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure

Trust Deed

TO

First State Bank and Trust Company of Palos Hills
TRUSTEE

UNOFFICIAL COPY

Address of Property

BOX 333 - TH

Palos Hills, Illinois 60465

First State Bank and Trust Company of Palos Hills

10360 So. Roberts Road

Palos Hills, Illinois 60465

M. & L. 62

By

Trustee,

FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS

Register Number

Trust Deed has been identified herewith.

The principal note mentioned in the within

GIVEN under my hand and notarial seal this

MAY 31 1983

free and voluntary act, for the uses and purposes

instrument as set forth, including the release and waiver of the right of homestead

person and acknowledged that they signed, sealed and delivered the said

scribed to the foregoing instrument, appeared before me this day in

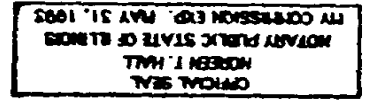
personally known to me to be the same persons whose names are sub-

scribed to the foregoing instrument, appeared before me this day in

A NOTARY PUBLIC in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that JOSEPH P. CAIRO and

ELIZABETH CAIRO



STATE OF ILLINOIS
COUNTY OF COOK

JOSEPH P. CAIRO

(SEAL) _____
(SEAL) _____
(SEAL) _____
Elizabeth Cairo
Joseph P. Cairo

WITNESS the hands and seals of the said Grantors the day and year first above written.
If this instrument is executed by one individual, then the word "Grantors" and all verbs, pronouns and other words qualify-
ing, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if
this trust deed secures only one principal note, then the word "notes" as used herein shall be held to mean such note.

hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, cost of procuring or
completing an abstract of title or a letter, opinion or minutes for foreclosure, showing the whole title to said premises embac-
ing foreclosure decree—shall be paid by the Grantors; that the like expenses and disbursements, occasioned by any suit or
proceeding wherein the Trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by
the Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured
by this trust deed; that shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and
costs of suit, have been paid.
The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive all right
to the possession of and income from said premises pending such foreclosure proceedings and until the period of redemption
from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this trust deed the court in which
such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a
receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises,
during the pendency of such foreclosure suit and until the "full time allowed by law to redeem the same" from any sale there-
under shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.
When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall
release this trust deed and recover all of said premises remaining unpaid to the said Grantors or their heirs or assigns, upon
receiving its reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the prin-
cipal notes duly canceled as sufficient proof of the payment of the said indebtedness secured hereby, and may waive the produc-
tion of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal
to act of said Grantee, then the Recorder of Deeds of the County in which the premises are situated shall be successor in
trust herein, with like power and authority as is hereby vested in said Grantee.
Mortgagor agrees that, in order more fully to protect the security of this trust deed, mortgagor will deposit with the
holder of the note, on the first day of each month, beginning on the _____ day of _____, one-twelfth of the amount (as estimated by the holder of the note) which will be sufficient to pay taxes, special as-
sessments and other charges on the real estate that will become due and payable during the ensuing year plus the amount ne-
cessary to purchase required insurance for one year. The holder of the note shall hold such monthly deposits in trust, with-
out any allowance of interest, and shall use such fund for the payment of such items when the same are due and payable. If
at any time the fund so held by the holder of the note is insufficient to pay any such item when the same shall become due,
the holder of the note shall advise mortgagor of the deficiency and mortgagor shall, within ten days after receipt of such
notice, deposit with the holder of the note such additional funds as may be necessary to pay such items. Failure to make any
deposit when due shall be a breach of this mortgage. If at any time there be default in any of the provisions of this mortgage,
and manner as it may elect.