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COOK COUNTY, ILLINOIS
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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

S. 8911886 F

45-5418386

THIS INDENTURE, made SEPTEMBER 24 19 90, between MAURO E. BAIARDO AND VERA L. BAIARDO, 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

FIFTEEN THOUSAND AND NO/100 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 SEPTEMBER 28, 1990 on the balance of principal remaining from time to time unpaid at the rate of 12.25 per cent per annum in instalments (including principal and interest) as follows:

TWO HUNDRED SIXTY SIX AND 80/100 Dollars or more on the 10TH day of NOVEMBER 19 90, and TWO HUNDRED SIXTY SIX AND 80/100 Dollars or more on the 10TH 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 10TH day of OCTOBER 97. 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 12.25 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 The First National 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 CITY OF CHICAGO COUNTY OF AND STATE OF ILLINOIS, to wit:

COOK
LOT 32 IN BLOCK 1 IN HINDMAN'S SUBDIVISION OF SOUTH 1/2 OF THE NORTH 1/2 (EXCEPT WEST 13.8 FEET) AND (EXCEPT SOUTH 33 FEET) THEREOF AND EXCEPT STREETS HERETOFORE DEDICATED OF EAST 52 ACRES OF SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PROPERTY IS COMMONLY KNOWN AS: 5043 N. MONTICELLO, CHICAGO, IL 60625

PERMANENT TAX NUMBER: 13-11-312-004

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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.

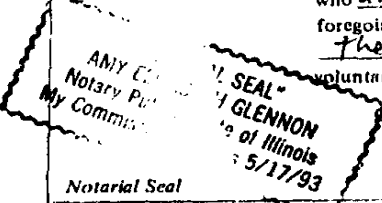
WITNESS the hand (S) and seal (S) of Mortgagors the day and year first above written.

Mauro E. Baiardo [SEAL] *Vera L. Baiardo* [SEAL] **13.00** [SEAL]

STATE OF ILLINOIS, I, Amy E. Glennon a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mauro E. & Vera L. Baiardo, His Wife

who are personally known to me to be the same persons whose names are 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 1st day of October 1990. Amy Elizabeth Glennon Notary Public



UNOFFICIAL COPY

OFFICE OF THE REGISTER OF DEEDS
60481525

CHICAGO, ILLINOIS

The First National Bank of Chicago

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

MAIL TO:

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

- Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for their lien not 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 building improvements now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; and (g) pay special taxes, 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 Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagors 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 insured) under policies providing for payment by the insurance companies of money 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 general policies not less than ten days prior to the respective dates of expiration.
- In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or charge on the premises, or redeem from any tax sale or foreclosure affecting said premises or contract or assessment, all or any other 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 immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note recording this trust deed, if any, otherwise the pre-maturity rate set forth therein, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders 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, and may 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in performance of any covenant or agreement of the Mortgagors herein contained.
- When the indebtedness secured hereunder shall become due and payable, 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 attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, 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 to evidence to bidders at any sale which may be pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note recording this trust deed, if any, otherwise the pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with or in preparation for any proceeding which might affect the premises or the security hereof, whether or not commencement of any suit for the foreclosure hereof, or any proceeding of such kind, is a necessary part of the foreclosure hereof; and (c) preparation for the sale of the property, either as a claimant or defendant, by reason of this trust deed, or any other indebtedness hereof secured, or (d) preparation for the commencement of any suit for the foreclosure hereof, or any proceeding of such kind, is a necessary part of the foreclosure hereof; and (e) the holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party set forth in the note recording this trust deed, if any, otherwise the pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with or in preparation for any proceeding which might affect the premises or the security hereof, whether or not commencement of any suit for the foreclosure hereof, or any proceeding of such kind, is a necessary part of the foreclosure hereof; and (f) the expenses incurred in connection with or in preparation for any proceeding which might affect the premises or the security hereof, whether or not commencement of any suit for the foreclosure hereof, or any proceeding of such kind, is a necessary part of the foreclosure hereof; and (g) the expenses incurred in connection with or in preparation for any proceeding which might affect the premises or the security hereof, whether or not commencement of any suit for the foreclosure hereof, or any proceeding of such kind, is a necessary part of the foreclosure hereof.
- 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 amounts to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose the trust deed, without notice, without regard to the solvency or insolvency of said premises, such appointment may be made either before or after the trust deed, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and will not 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 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 collection of the premises during the whole or in part of: (a) The period from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any other secured indebtedness which may be or become superior to the lien hereof; or of any decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency; and (c) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (d) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (e) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (f) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (g) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (h) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (i) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (j) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (k) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (l) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (m) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (n) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (o) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (p) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (q) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (r) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (s) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (t) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (u) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (v) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (w) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (x) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (y) the deficiency in case of a sale and deficiency in case of a foreclosure sale; (z) the deficiency in case of a sale and deficiency in case of a foreclosure sale.

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