90531886

	October 20	14 90	
between Michael	Silenzi and		200 At 20002210 417 00
Carol Si	ilenzi, his wife,		DEPT-01 RECORDING \$13.00 T#8888 TRAN 5450 10/31/90 11:38:00
3223 Lincoln,	Franklin Park, IL 60		#8410 # H *-90-531886
(NO AND STRE herein referred to as "Mortga	eet) (CITY) gors, " and Maywood=Proy	iso State Bank,	COOK COUNTY RECORDER
an Illinois Bank			
	eet, Maywood, IL 6015	3	
herein referred to as "Trustee	EET) (CITY) :// withexseth That Whereas Morty	(STATE) agors are justly indebted	The Above Space For Recorder's Use Only
to the legal holder of a princip	pal promissory note, termed "Instift	ment Note " of even date	Thousand and No/100ths
Dollars, and interest from	. 10/20/90	e balance of principal remaining t	om time to time unpaid at the rate of 12.20 per cent
per annum, such principal sun	n and interest to be payable in installi	nents as follows: Two Hund	red Sixty Eight & 82/100ths
Dollars on the 20th day of each a	ad cover month thereafter until said i	TWO HUNGING SIXLY note is fully paid, except that the h	eight & 82/100thspollars on pat payment of principal and interest, it not sooner paid.
shall be due on the 20th	d of October 197	all such payments on account of the	nal payment of principal and interest, if not sooner paid, c indebtedness evidenced by said note to be applied first tion of each of said installments constituting principal, to
the extent not paid when due.	, to bear one estalter the date for pa	is ment thereof, at the rate of ± 4	•50 per cent per annum, and all such payments being
made payable at 411 f	Madison Sireet, Maywo metotme.uwnpagappont.which	od ,11, 60153 (note further provides that at the e	or at such other place as the legal lection of the legal holder thereof and without notice, the
 principal sum remaining unpa- case default shall occur in the r 	nd thereon, toy loer with accrued int payment, when due, o' lay installmen	erest thereon, shall become at one it of principal or interest in accorda	e due and pavable, at the place of payment aforesaid, in nee with the terms thereof or in case default shall occur
expiration of said three days.	the performance of the other agreem without notice), and Carall parties (ent confamed in this Trust Deed G hereto's everally waive presentmen	n which event election may be made at any time after the it for payment, notice of dishonor, protest and notice of
protest SOW THEREFORE, to	secure the payment of the syld project	oal sum of money and interest in ac-	ordance with the terms, provisions and limitations of the
also in consideration of the si	um of One Dollar in hand paid the	receipt whereof is hereby acknow	erein contained, by the Mortgagors to be performed, and fedged. Mortgagors by these presents CONVEY AND early all of their estate, right, title and interest therein,
situate, lying and being in the	Village of Franklin	Park County of	COOK. AND STATE OF ILLINOIS, to will
			hird Addition to Franklin Park
	at ½ of the South We he Third Principal Me		Township 40 North, Range 12,
nas or or	ne mita muipai ne	O, COOK COU	moj i i i i i i i i i i i i i i i i i i i
		4	90531986
a high with the necessarity keep	malter described, is referred to here	n as that transmiss of the	·
wither, with the bitthetic in their		nasine premises.	
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Permanent Real Estate Index Address(es) of Real Estate: FOOF THER with all my	Number(s): 12=21=320=06: . 3223 Lincoln. Frank provements, tenements, easements, a	0-0000 . Lin Pank, IL 59131 nd appurtenances thereto belongs	ng, incall rents, issues and profits thereof for so long and
Permanent Real Estate Index Address(es) of Real Estate: COOF THER with all my during all such times as Mortg secondarily); and all fixtures.	Number(s): 12=21=320=06: 3223 Lincoln, Frank provements, tenements, easements, a agors may be entitled thereto (which apparatus, equipment of articles now	0-0000 III Park, IL 59131 Ind appartenances thereto belongo rents, issues and profits are piedg of herialter therein of therein u-	ed prior risy and on a parity with said real estate and not all to supper heat, gas, water, light, power, refrigeration
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- 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 or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens 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 building or buildings 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 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 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 insurance 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 hereinbefore 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 iten 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 vilth interest thereon at the rate of nine per cent per annum. Inaction of Trustee of 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.
- 5. 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 or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each turn of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal rate or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of 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 secured chall 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 have 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 door 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 attorneys' fees, Trustee's fees, appraiser's fees, outlay, for documentary and expert evidence, stenographers' charges, 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, guarantee policies. Torrens certificates, and similar facts 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 o evidence to hidders at any sale which may be had pursuant to such decree the true comes of much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection which is any action, suit or proceedings, to which either of them shall be a party, enter as plannant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or more dung which might affect the premises or the security hereof, whether or not actually commenced, or (c) preparations for the defense of any threatened suit or more dung which might affect the premises or the security hereof, whether or not actually commenced.
- 8. 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 beteof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; 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 Dec 1, the 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 then 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 shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in care of a sale and a deficiency, during the full statutory period for 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 operation of the premises during the whole of and 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 become 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 subject 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 times 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 fruiter 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 shall 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 a prior trustee hereunder or 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 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 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 Litles 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 Truster 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 he hinding 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

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTER, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

Trustee