

UNOFFICIAL COPY



TRUST DEED

THIS DOCUMENT PREPARED BY BANK OF AMERICA NATIONAL ASSOCIATION FOR FIRST SECURITY TRUST & SAVINGS BANK 7315 W. GRAND ELMWOOD PARK, IL 60635

94243458

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MARCH 5, 1994, between MARIA ALBERTI, A WIDOW AND NOT SINCE REMARRIED AND DOMENICA MESSINA, A WIDOW AND NOT SINCE REMARRIED

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

ONE HUNDRED TEN THOUSAND AND 00/100 Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, 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 8.0 per cent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND FIFTY ONE AND 22/100 Dollars or more on the 15TH day of MAY 1994 and ONE THOUSAND FIFTY ONE AND 22/100 Dollars or more on the 15TH 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 15TH day of APRIL 2009. 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 8.0 per annum, and all of said principal and interest being made payable at such banking house or trust company in ELMWOOD PARK 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 SECURITY TRUST & SAV. BANK 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 VILLAGE OF ELMWOOD PARK COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 36 (EXCEPT THE NORTH 35 FEET AND EXCEPT THE SOUTH 30 FEET) IN HILL CREST, A SUBDIVISION IN THE NORTH HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 2226 N. 72 ND COURT ELMWOOD PARK, ILLINOIS 60635 P.I.N. #: 12-36-214-024-0000

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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 seals of Mortgagors the day and year first above written. MARIA ALBERTI (SEAL) DOMENICA MESSINA (SEAL)

STATE OF ILLINOIS, I, JEFFREY L. GONSIEWSKI, a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT MARIA ALBERTI, A WIDOW AND NOT SINCE REMARRIED AND DOMENICA MESSINA, A WIDOW AND NOT SINCE REMARRIED

who personally known to me to be the same person s whose name s 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 5TH day of MARCH 19 94. Jeffrey L. Gonsiewski Notary Public

ORDER NO. 632412

94243458

OAK PARK, ILLINOIS 60302
MAIL TO: 821 WEST NORTH AVENUE, SUITE 201
LAW OFFICES OF GEORGE J. HENDEK
DEED IS FILED FOR RECORD
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOW FILED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY
Identification No. 228235
By: [Signature]
Assistant Secretary/Assistant Trustee
INSURED STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN
2226 N. 72ND COURT
ELMWOOD PARK, ILLINOIS 60635

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

- Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, or claims for loss not expressly subordinated to the lien hereof; (b) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens 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; (c) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (d) make no material alterations in said premises except as required by law or municipal ordinance; and (e) pay when due any general taxes, and shall 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 duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax lighting 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 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, 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.
- Mortgagee shall keep all buildings and improvements now or hereafter situated 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 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, 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.
- Mortgagee shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof, statement or estimate of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.
- Mortgagee shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof, statement or estimate of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.
- 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 of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.
- Mortgagee shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof, statement or estimate of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.
- When the indebtedness hereby secured shall become due and 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 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 items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, the 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 or the value of the premises. All expenses and costs 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 cost of money actually set forth in the note securing this trust deed. If any, otherwise, the promissory and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (d) preparations for the commencement of any suit for the foreclosure of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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; and interest on the note; fourth, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the thing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after notice, without notice, without regard to the relevancy or insolvency of Mortgagee. 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 times when Mortgagee, except for the interference of such receiver, would be entitled to collect such rents, issues, management and control, possession, possession, control, management and control of the premises during the whole of said 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 (a) The principal of the note secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become a lien on the premises, or (b) the deficiency in case of a sale and a deficiency, or (c) the deficiency in case of a sale and a deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party enforcing same in an action at law upon the note hereby secured.
- 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.
- 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 the identity, capacity, or authority of the signatories, or of the Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal of Trustee, or the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used hereon shall include all such persons and all persons liable for the payment of the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used.
- Trustee or Successor shall receive for its services a fee as determined by its rate schedule in effect when the note 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.

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