95055a**91**

4 inclinations proposed by PATRICK %. MCHUGH DUNDER ROAD 50062 Mabroox. IL. DEPT-UI RECORDING TRAH 0636 01/25/95 12:42:00 140000 47583 4 CJ *-95-055491 COOK COUNTY RECORDER TRUST DEED EINMIRS 95055491 TO MITEROPETT YDDESS 19 95 between DAVID P. BIASCO AND MUARY 24 THIS INDENTURE, made CATHLEEN D. BIASCO, WIE WIFE, TENANTS herein referred to as "Mortgagors," and AS JCINT INDEPENDENT TRUST CORPORATION an Illinois corporation doing business in Illinois, herein referred to as Trustee, witnesseth: CHICAGO THAT, WHEREAS the Mortgagors are justly in debiled to the legal holders of the Promissory Note hereinafter described. Sald legal holder or holders being herein referred to as rio users of the Note in the principal sum of NINETY-SEVEN THOUSAND NINE HUNDRED THIRTY-EIGHT AND 1/100 Dollars, evidenced by one certain Promissory Note are Note of the Mortgagors of even date herewith (including particularly, but not exclusively, prompt payment of all sums which are or may become payable from time-to-time the reunder), made payable to the Holders of the Note and delivated, in and by which said Note the Mortgagors promise to make monthly payments of principal and interest, with the whole debt, if not paid earlier, due and payable as provided in the Note. All of only principal and interest payments under the Note shall be made at the place or places designated in writing from time to time by the Holders of the Note. MOW. THEREFORE, the Mongagors to secure. (a) the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, (b) the performance of the covingents and agreements therein contained, by the Mongagors to be performed; (c) the payment of a single sums, with interest, advanced under Section 5 hereof to protect the security of this trust deed; and (d) the unpaid balances of the advances made after this trust deed is delivered to the recorder for record, do by these presents BARGAIN, SELL, GRANT, TRANSFER, 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 GLENVIEW COOK AND STATE OF ILLINOIS. **COUNTY OF** to wit: PLEASE SEE SCHEDULE "A" WHICH IS ATTACHED HERETO AND A PART HEREOF FOR THE LEGAL DESCRIPTION. 134 Prior Instrument Reference: Volume Permanent tax number: 04-36-100-049 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 Mongagors 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 unit, or centrally controlled), and vertilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, soor coverings, in-a door beds, awnings, stoves and water heaters, but not including any apparatus, equipment or articles that constitute "household goods", as the term is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part 444), as now or hereafter amended. All of the foregoing are declared to be a part of said real estate whether physically attached therefore or not and it is averaged that all similar apparatus equipment or articles hereafter placed in the premises by the thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mongagors or their successors or assigns shall be considered as constituting part of the premises.

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 Hornestead Exemption

Laws of the State of Minois, which said rights and banefits the Mortgagors do hereby expressly release and waive. By signing batow NA the spouse of Mortgagor, has also executed this trust deed solely for the purpose of releasing and waving (and does hereby so release and waive) all of such spouse's rights and benefits under and

by virtue of the Homestead Exemption Laws of the State of Illinois.

1. Mostgrapors spall promptly pay when due the principal and interest on the debt evidenced by the Note and any other

charges due under the Note.

2. Mortgagors chall: (a) promptly repaid 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 tree from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereot, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereot, 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 buildings now or alieny time in process of crection upon and premises; (e) comply with all requirements of applicable law with respect to the premises and the use thereof; and (f) make no material alterations in said premises except as required by applicable law.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges or lines against the premises when due, and shall, upon written request, turnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent nonperformance hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire. lightning, earthquake, wind-driven rain or windstorm (and flood damage, where the lender is required by faw to have its least or insured) under policies providing for payment by the insurance companies of monies 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 avidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and remewal policies, to Holders of the Note, and in case of insurance about to expire, shall deliver

renewal policies not less than i.e., stays prior to the respective dates of expiration.

5. If Mortgagors fail to perior in the devenants, conditions and provisions contained in this trust deed. Trustee or the Holders of the Note may, but need that, make any payment or perform any act herein 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 lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or confest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses pald or incurred in connection therewith, including reasonable afformacy's lees, and any other monies 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. Unless Mortgagors and the holders of the Note agree to other terms of payment, those amounts shall bear interest from the date of disbursement at the rate so forth in the Note and shall be payable, with interest, upon notice from the Holders of the Note to Mortgagors requesting payment. Inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any failure to perform the covenants, conditions and provisions contained herein on the part of Mortgagors.

6. The Trustoe 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 produced 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 forteiture, tax lien

or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according

o the terms hereof.

8. When the Indebtedness hereby secured shall become due whether by accineration or otherwise. Holders of the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien nereof, except as otherwise provided by applicable law, 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 Ny attorneys' tees, Trustee's fees, appraiser's 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 liber acts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with expect to title as Trustee or Holders of the Note, may desm 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 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 securing this trust doed, if any, or otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Holders of the Note in connection with: (a) any proceeding; including probate 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following enter 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 surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. Upon, or at any time after the filing of a biff to foreclose this is ust dead, the coast in which such biff is filed may appoint a receiver of said premises. Such appointment may be made either before or after calle, without notice, without regard to the solvency or insolvency of Mongagors at the time of application for such receiver and without regard to the theoretical premises of the premise that he had been coupled as a homestead or not and the Trustee Hereunder may be appointed to the premise. Such premises that he appointed the coupled as the manufacture of the coupled as th as such receiver. Such receiver shall have power to collect the rents, issues and profits of sold premises during the pendency, of such torolosure suit and, in case of a self-send a deficiency, during the full statutory period of redemption whether there the redemption or not, as well as during any further times when allongages, except for the intervention of such receiver, would be entitled to collect such regts, 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 said period. The Court from time to time may authorize the receiver to apply the new 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 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;

(b) the deficiency in case of a sale and deficiency.

11. 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 interposing same in an action at law upon the Note hereby secured, except as otherwise

provided by applicable law.

12. 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.

13. If this like deed is on a leasehold, Mortgagors shall comply with the provisions of the lease and if Mortgagors acquire fee title to the mortgagors, the leasehold and fee title shall not merge unless Trustee or the Holders of the Note agree to the merger in writing

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any parcet or premises or for conveyance in fisu of condemnation are hereby assigned and shall be paid to the Holders of the Note. In this event of a total taking of the premises, the proceeds shall be applied to the sums secured by the trust deed, whether or not include, with any excess paid to Mortgagors. In the event of a partial taking of the premises, unless the Holders of the Note otherwise agree in writing, the sums secured hereby by this trust deed shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market while of the process. When complete the paid to paid to the processor are absorblook by Mortgagors, or it, after order by the Holders of the Note that the condemner. Mortgagors. If the premises are abandoned by Mortgagors, or if, after notice by the Holders of the Note that the condemnor offers to make an award or settle a claim for laminges, Mortgagors fail to respond to the Holders of the Note within 30 days after the date the notice is given, the Holders of the Note are authorized to collect and apply the proceeds, at its or their option, either to restoration or repair of the premises or to the sums secured by this trust deed whether or not then due. Unless the Note provides otherwise, any application of the procher's to principal shall not extend or postpone the due date of the monthly

payments referred to in Section 1 hereof or change the amount of such paymens.

15. If the loan secured by this trust deed is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected for to be collected in connection with the loan exceed the permitted fimits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagors which exceeded permitted limits will be refunded to Mortgagors. The Holders of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct O

payment to Mortgagor.

16. This trust deed shall be governed by federal law and the laws of Illinois. In the event that any provision or clause of this trust deed or the Note conflicts with applicable law, such conflict chall not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this exist he provisions of this trust deed and the Note U. are declared to be severable.

17. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the Q validity of the signatures or the identity, capacity, or authority of the signatories on the blote or trust deed, nor shall Trustee be be obligated to record this trust deed or to exercise any power herein given unless explaisly obligated by the terms hereof, nor be lable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any nower herein given.

18. Trustee shall release this trust deed and the lien thereof by proper instrument up on presentation of satisfactory.

andence that all indebtedness secured by this trust deed has been fully paid and Trustee may excerne 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 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 at the genuine Note herein described any Note which bears an identification number purporting to be placed thereon by a prior justee hereunder or which conforms in substance with the description herein contained of the Note and which purpons to be executed by the Holders of the Note and, where the release is requested of the original Trustee and it has never placed its identification number of the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note herein designated as makers thereof.

19. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shell have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county is 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.

20. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons. Any Mortgagor who co-signs this trust deed only to mortgage, grant and convey that Mortgagor's interest in the premises under the ferms of this trust deed and/or to release and waive homestead rights; (b) is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Holders of the Note and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this trust deed or the Note without that Mortgagor's consent.

21. Before releasing this trust dead. Trustee or successor shall receive for as services a fee as determined by its rate schedule in allect when the release deed is issued. To see or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this initial deed. The provisions of the Illinois Trust And Trustee's Act shall be applicable to this trust deed.

22. To the extent required by applicable law, Mangagors may have the right to have enforcement of this trust deed discontinued. Upon reinstatement by Mangagors, this trust deed and the obligations secured thereby shall remain fully effective as if no acceleration had crimmed.

PLACE HEARING ROER'S OFFICE BOX NU

effective as if no acceleration had occurred.

23. If all or any part of the premises or any interest in it is sold or transferred for if a beneficial extense in Mortgagors is sold or transferred and Mortgagors are not natural persons, without the prior written consent of the Holders of this Note, the Holders of the Note may, at its or their option, require immediate payment in hall of all sums socured by this trust dead. However, this option shall not be exercised if the exercise of this option by the Holders of the Note is prohibited by federal law as of the date of this frust deud. If the Holders of the Note exercise this option, the Holders of the Note shall give Montgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maked within which Mortgagors must pay all sums secured by this trust deed. If Mortgagors tail to pay these sums prior to the expiration of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without runner notice or demand

24. Except as provided in Section 23 hereot, if Mortgagors are in default due to the occurrence of any of the events of default provided in the "DEFAULT" provision of the Note, the Holders of the Note shall give Mortgagors notice specifying: (2) the default: (b) the action required to cure the default; (c) a date, not less than 90 days from the date the notice is a ven to Mortgagors (which date may be the date Mortgagors are served with summons or have otherwise submitted to the jurisdiction of the court in a foreclosure proceeding brought by the Holders of the Note), by which the default must be cured (unless a court having jurisdiction of a foreclosure proceeding involving the premises shall have made an express written finding that Mortgagors have exercised Mortgagors' right to reinstate within the five (3) years have elected to cure the default on or before the data specified in the noise may result in acceleration of the sums secured by this runs deed, foreclosure by judicial proceeding and sale of the premises. If the default of the sums secured by this man deed, foreclosure by judicial proceeding and sale of the premises. If the default is not cured on or before the date apecified in the notice, the Holders of the Note at its or their option may require immediate payment in full of all sums secured by the trust deed without further demand and may initiate or complete the foreclosure of the trust deed by judicial proceeding. Except as otherwise provided by applicable law, the Holders of the Note shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable all empty's fees and costs of title evidence.

WITNESS the hand S and sual S of Mongagors the day and year first above written		
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	ISEAL	
Annual production of a second control of the	Artigues /	
STATE OF ILLINOID,	0x.	
COUNTY OF COOK PATRICK M. MCHUGH	4	
in the State aforesaid, CERTIFY THAT DAVID P. BTASCO A	a Notar, Public in and for and residing in said County, NO CATHLEEN D. BIASCO	
The state of the s	personally known to me to be the same per-	
son S whose nameS ARE subscribed to the foregoin	g instrument, appeared before me this day in person and	
acknowledged that THEY signed, sealed and deliver voluntary act, for the uses and purposes therein set torth:	ed the said instrument as THE LR THE and	
Given under my hand and Notarial Seal this 24TH day	of January . 19 95	
Summunuman	///////////////////////////////////////	
"OFFICIAL SEAL"	trick M NUMBER	
NOTARY PUBLIC STATE OF HUMBER	JOK M. MCHUGH	
TOWARD STORY EXPIRES 9/21/97 2 MAY COME	mission expires, 19	
IMPORTANT	Klentinication No. CSCVIG	
FOR THE PROTECTION OF BOTH THE BORROWER AND	INTERVINERT TRUET CORPORATION Trustee	
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE	By Trust Officer	
TRUST DEED IS FILED FOR RECORD	المهمين والمعمدة والإصفاء الديدة والدينة والمعمدة والمعمدة والمعمدة والمعمدة والمعمدة والمعمدة والمعمدة والمعم	
- VEDECC	FOR RECORDER'S INDEX PURPOSES, INSERT STREET ADDRESS OF ABOVE	
MAIL WARESS	DESCRIBED PROPERTY HERE:	
MAIL 3 120 W. MADISON ST.	1303 Organ & Come	
TO SUMMANDED ASSESSMENT	CARRELL & L. WOOD IN	

UNOFFICIAL COPY Schedule "A"

	1219~305534	
	1) DAVID P. BIASCO 2) CATHLEEN D. BIASCO 3) 4)	
gal Description of Real Property:	A THE STATE OF THE PROPERTY OF	
CANTERBUNY PARK UNIT 2, A SUBD	OF LOTS 22 AND 23 IN C.D. JOHNSON'S IVISION OF PART OF THE BAST 1/2 OF THE OWNSHIP 42 NORTH, RANGE 12, EAST OF THE OOK COUNTY, ILLINOIS.	
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323 OXFORD LANE GLENVIEW, IL. 60	2025	
STORIN MALANG ADDRESS TO WHICH A COPY OF ANY NOTICE OF DEFAULT OR A		
323 OXFORD LANE GLENVIEW, IL. 600	025	
number of Trustor(s):		
Masa	Canala Brian	
DAVID P. BIASCO	CATHLEEN D. BIASCO	
	and a second	

Property of Cook County Clerk's Office