TRUST DEED

CTTC Trust Deed 7 Individual Mortgagor

One Instalment Note Interest Included in Payment

USE WITH CTTC NOTE 7

Form 807 R.1/95

. DEPT-01 RECORDING \$29.00
954557030001 TRAN 4190 06/14/96 10:27:00
1798 \$ SJ #-96-455703
COOK COUNTY RECORDER

THIS COCUMENT PREPARED BY
SANTE DE PACE

FOR THE STATE OF THE STATE OF

29.00

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made

MAY 15,

19 96 , between PAUL J. SALCE, MARRIED TO

CONSTANCE J. SALCE

herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTES, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebed to the legal holders of the Installment Note hereinafter described, said legal holders or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

DISBURSEMENT on the balance of principal remaining from time to time unpaid at the rate of 9.0 per cent per annum in installments (including principal and interest) as follows: \$2,535.67 Dollars or more on the 15 bay of

JULY, 1996 19, and \$2,535.67 Dollars or more on the IST day of each

MONTH thereafter until said note is fully paid except that the fine payment of principal and interest, if not sooner paid, shall be due on the 1ST day of JUNE, 2011 M. All ruch 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 each installment unless paid when due shall result in liquidated damages of:

1. S PER LATE PAYMENT, or

2.

PERCENT OF THE TOTAL MONTHLY PAYMENT, OF

NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in ELMWOOD PARK, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of FIRST SECURITY TRUST AND SAVINGS BANK in said city.

NOW, THEREPORE, 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 the consideration of the sum of One Dollar in hand paid, the recein whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

(SEE RIDER ATTACHED FOR LEGAL DESCRIPTION)

COMMONLY KNOWN AS: 2643 HAYMOND, RIVER GROVE, IL. 60171

98455700

payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial 4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of

loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the sumdard mortgage clause to be the indebedaces secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of for payment by the insurance cumpanies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by

by statute, any tax or assessment which Mortgagors desire to contest. of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided sower service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders 2. Morgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges,

use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance of erection upon said premises; (c) cumply with all requirements of law or municipal ordinances with respect to the premises and the lien to Trustee or to holders of the note, (d) complete within a reasonable time any buildings or buildings lony or at any time in process a lien or charge on the premizes superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any independent may be secured by may become damaged or be destroyed; (b) keep said premises in good condition and repair, with our waste, and free from mechanic's or 1. Mortgagors shall (a) promptly repeir, restore and rebuild any buildings or improvements row or hereafter on the premises which

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66/6	My Commission Expires 6/20	(Iss2 lainatoM		Notary Public
Ů Ž	**************************************	96 61 XW	is to tab HT21.	voluntary act, for the uses and purposes thereis Given under my hand and Notarial Seal this
om arolad b bræ aari		of authoribed to the followered the said the said the said the h	HE signed, and	
अब्रह और मां '६॥	n the residing in said Colum ISTANCE J. SALCE	Mousty Publication and for E., MARRIED TO CON		County of COOK I, JEFFREY L. GONSTEWSKI Moresaid, DO HEREBY CERTIFY THAT
		79%		STATE OF ILLINOIS
[SEVI]		,	(SEVL)	PAUL J. SALCE
ISEALI		Rbaye written.	C qsi suq icat	WITNESS the handland scaled Montagena du

Winness the hand and seal of Mortgagors the day and year first above written. Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses considered as constituting part of the real estate.

similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be All of the foregoing are declared to be a part of said real catate whether physically attached thereto or not, and it is agreed that all and water heaters,

(without restricting the foregoing), acreens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including with said rest catate and not accondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply provius thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity TOURTHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and "having the property hereinafter described, is referred to herein as the "premises,"

TO THE TIMES

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prior lien 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, 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 highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturely rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury into the accuracy of such bill, statement or estimate or into the validity of any bill, statement or estimate or line validity of any bill, statement or estimate or claim thereof.

- 5. Mortgagors shall 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 principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithglanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of liefault in making payment of any of the principal notes, or (b) when default shall occur and continue for three devic in the payment change learness on in the restormance of any other agreement of the Mortgagors herein contained. 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the light 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 expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, 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 abstracts of title, the searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to tile as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any cale 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 an i pryable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, othervise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any to reeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by mason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosule hereof after accrual of such right to foreclose whether or not actually
- 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 hereof; second, all other items which under the terms hereof constitute recurs d indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid of the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their matter.

commenced; or (c) preparations for the defense of any threatened and or proceeding which might affect the premises or the security

- 9. Upon, or at any time after the filing of a bill to foreclose this 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 sale, without notice, without regard to the solvency or insolvency of the 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 topointed as such receiver. Such receiver shall have the 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 onto, as well as during any further times 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 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 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 sale and deficiency.
- 10. 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 notes hereby secured.
- 11. Trustee or the holders of the notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee 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 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 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 accured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of

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LEGAL DESCRIPTION

LOT 1 (EXCEPT THE EASTERLY 50 FEET), LOTS 2 AND 3 AND THE NORTHERLY 16 FEET OF LOT 12 (AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF) AND THE EASTERLY 50 FEET OF LOT 1 AND LOT 12 (EXCEPT THE NORTHERLY 16 FEET) ALL IN BLOCK 12 IN WESTCOTT'S JURNER PARK SUBDIVISION, BEING THAT PART OF THE SOUTH EAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPT THE WEST 10 CHAINS THEREOF);

ALSO, THAT PART OF WEBSTER STREET (NOW VACATED) LYING EAST OF AND ADJOINING THE EASTERLY 50 FEET OF LOT 1; AND LOTS 2 AND 3 (LYING SOUTH OF THE NORTH CINE OF ALL OF SAID LOT 1) PRODUCED EAST 33 FEET, LYING WEST OF A LINE 33 FEET EAST OF AND PARALLEL TO BLOCK 12 AND LYING NORTH OF THE SOUTHERLY LINE OF LOT 3 PRODUCED SOUTHEASTERLY, ALL IN WESTCOTT'S TURNER PARK SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS, BEING A PART OF A VACATION, ACCORDING TO THE ORDINANCE VACATING SAID PART OF WEBSTER AVENUE RECORDED OCTOBER 1, 1951, AS DOCUMENT NO. 15181892, IN BOOK 394 OF PLATS, PAGE 18.

COMMONLY KNOWN AS: 2643 N. HAYMOND STREET, RIVER GROVE, ILLINOIS 60171-1511

P.I.N.#: 12-26-408-004-0000 (AF)

(AFFECTS LOT 1 [EXCEPT THE EAST 50 FEET])

12-26-408-005-0000 (AFI

(AFFECTS THE EAST 50 FEET OF LOT 1)

12-26-408-006-0000

(AFFECTS LOT 2)

12-26-408-014-0000

(AFFECTS NORTHERLY 16 FEET OF LOT 12)

12-26-408-015-0000

(AFFECTS LOT 12 [EXCEPT THE NORTHERLY 16 FEET])

12-26-408-024-0000

(AFFECTS LOT 3)

96455703

Proberty of Cook County Clark's Office

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