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#### GEORGE E. COLES **₹EGAL FORMS**

November 1994

TRUST DEED (ILLINOIS) For Use With Note Form No. 1448 (Monthly Payments Including Interest)

96298605

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

April 3, 19 96 THIS AGREEMENT, made \_\_ between George Meligas 533 East Sibray Boulevard, Dolton, IL (No. and Street) (State) (City) herein referred to as "Morragiors," and Lawrence Ricci 3740 Chicago Road, Stever, IL

(City) (No. and Street) herein referred to as "Trustee," witnesseth: That Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to Bearer and delivered, in and by which note Mortgagors promise to

pay the principal sum of Twenty five thousand (\$25,000.00) Dollars, and interest from April 3, 1996

principal remaining from time to time unpaid at the the rate of per cent per annum, such principal sum and interest to be juy ble in installments as follows: \$12,500.00, plus interest on entire amount owing

Above Space for Recorder's Use Only

and \$12,500.00 plus interes t on entire Dollars on interests interests and the payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear yinterest after the date for payment thereof, at the rate of <u>12%</u> per cent per annum, and allouch payments boing made payable

3740 Chicago Road, Steger, Ii 60475 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum temaining unpaid thereon, together with accrued interest to long, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when doe, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three dess in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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 herely acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

Cook City of Harvey COUNTY OF IN STATE OF ILLINOIS, to wit: LOTS 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 AND 26 IN BLOCK 8 IN PERCY WILSON'S FIRST ADDITION TO HARVEY HIGHLANDS, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHWEST 및 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 10 ACRES THEREOF AND EXCEPT THE SOUTH 70 FEET OF THE NORTH 103 FEET OF THE SOUTH 10 ACRES OF THE NORTH 30 ACRES OF SAID WEST & OF THE WEST & OF THE NORTHWEST & OF SECTION 21), IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING

TRAN 3578 04/22/96 10:31:00

\$9672 \$ RC **₩-96-298605** 

COOK COUNTY RECORDER

96298605

\$27,50

SAS. A DIVISION OF INTERCALINT

which, with the property hereinafter described, is referred to herein as the premises, COPY

Permanent Real Estate in 29-21-100-016, 29 Address(es) of Real Estate	idex Number(s): 29-21-10 -21-100-017, 29-21- e: 15927, 15935, 159	0-012, 29-21-100-013, 29 100-018, 29-21-100-019, 39 & 5941 Halsted Stree	9-21-100-014, 29-21- 29-21-100-020, 29-2 et, Harvey, IL - 604	100-015. 1-100-021 26 29-21-100-022
profits thereof for so lon primarily and on a parity therein or thereon used to controlled), and ventila windows, floor covering mortgaged premises whe other apparatus, equipment mortgaged premises.  TO HAVE AND	g and during all such times a y with said real estate and no to supply heat, gas, water, li- tion, including (without re- s, inador beds, stoves and w ther physically attached ther ent or articles hereafter placed TO HOLD the premises ur	ents, easements and appurtenances is Mortgagors may be entitled there it secondarily), and all fixtures, appight, power, refrigeration and air constricting the foregoing), screens, water heaters. All of the foregoing eto or not, and it is agreed that all in the premises by Mortgagors or also the said Trustee, its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said Trustee its or his such that all the said	to (which rents, issues and programs, equipment or articles conditioning (whether single rewindow shades, awnings, so are declared and agreed to all buildings and additions a their successors or assigns shadessors and assigns, forever, to	now or hereafter anits or centrally torm doors and be a part of the and all similar or all be part of the for the purposes,
of the State of Illinois, w	hich said rights and benefits M	m all rights and benefits under and Aortgagors do hereby expressly relea	se and waive.	Exemption Laws
	er is: Midwest Motors			
herein by reference and Mortgagors, their heirs, s	homby are made a part here uccussors and assigns.	ovenants, conditions and provisions of the same as though they were	appearing on pages 3 and 4, here set out in full and sha	are incorporated  be binding on
Withess the nands	and scall of labrigagors the	day and year first above written.		(CTAF)
•		(SEAL)		(SEAL)
PLEASE PRINT OR TYPE NAME(S)	GEORGE MELI(AC	)		
BELOW		(SEAL)	<u>.,,,,,,,_,_,_,_,_,_,_,</u>	(SEAL)
SIGNATURE(S)				
State of Illinois, County of Cook ss.  I, the undersigned, a Notary Public ir and for said County, in the State aforesaid, DO HEREBY				
	CERTIFY that Ge	eorge Meligas		
Personal January	~~~~			
Marie Palis Bate of R	to the foregoing in	ne to be the same personwhose strument, appeared before me the	i day in person, and ack	subscribed
h & signed, scaled and delivered the said instrument as				
	the right of homestead		set total, including the select	K AND WARREL OF
Given under my hand and	altical scal, thisthird	day of _	April	19 96
Commission expires	M. DANE &	1996 Editard	NOTARY PUBLIC	)
This instrument was prepared and Anthony G. Catullo, 17450 Halsted St., Homewood, IL 60430 (Name and Address)				
Mail this instrument to Edward Sharkey, 14105 Lincoln Avenue, P.O. Box 27, Dolton, IL 60419				
(Name and Address)				
-	(City)	(State)		(Zip Code)
OR RECORDER'S OFF	ICE BOX NO.			

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 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 mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien thereof; (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 now 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 taxes, 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, lightring and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of epiceing 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 review I policies, to the 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 Mortgago's in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or 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 contest any tax or assessment. All moneys paid for any of the purposes berein 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 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 shill become immediately due and payable without notice and with interest thereon at the highest rate of nine per cent per annum. Inactio 10 Trustee or the holders of the note shall never to considered as a waiver of any right accruing to them on account of any default to cannot be part of the 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 item 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 wilnow notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note 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 drault 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 shall become due whether by the receipt 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 others rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit, therefore 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 outlays for documentary and expenses evidence, stenegraphers' 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. The ost certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably recessary 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. In addition, 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 the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to 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 premis
- 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 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.

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- 9. Upon or any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sele, without notice, without regard at 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. 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 for redemption, whether there be redemption or not, 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: (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 the 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 Trustee be obligated to record this Trust Deed on 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 social actions and power herein given.
- 13. Trustee shall relegate this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by the Prist 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 coursed 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 purpor leg 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 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 described as makers thereof.
- 14. Trustee may resign by instrument in writing file I in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, restantion, inability or refusal to act as Trustee, Anthony G.
- shall be first Successor in Trust and in the event of his or its death, resignation, mability 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 Trustee 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 be binding 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 aball have executed the principal note, or this Trust Deed.

# IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE

TRUST DEED IS FILED FOR RECORD.

The Installment Note menti med in the within Trust Deed has been identified herewith under I lendification No.

Trustee

Transfer of Property: If all or any part of the Property or any interest in it is sold or transferred without Trustee's prior written consent, Trustee may, at his option, require immediate payment in full of all sums secured by this Trust Deed. However, this option shall not be exercised by Trustee, if exercise is prohibited by federal law as of the date of this Trust Deed.

If Trustee exercises this option, Trustee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Trust Deed. If Mortgagor fails to pay these sums prior to the expiration of this period, Trustee may invoke any remedies permitted by this Trust Deed without further notice or demand on Mortgagor.