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TRUST DEED

This Document Prepared By Allan S. Cutler for

First Security Trust and Savings Bank 7315 W. Grand Avenue Elmwood Park, IL 60635

DEC 30 PM 1:51

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made

December 29, 1987

between John DiSalvo and Mamie DiSalvo, his wife

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 Instrument Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

-----FORTY-FIVE 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, in 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 11 percent per annum in instalments (including principal and interest) as follows:

Four Hundred Sixty Four & 49/100----- Dollars or more on the 1st day of January 1988, and Four Hundred Sixty Four & 49/100 Dollars or more on

the 1st 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 1st day of December, 2007. 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 11 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 & Savings 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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT SIXTY ONE----- (61)

In Oriole Park Gardens, being a Subdivision of Lot Five(5) (except the East Ten(10) acres thereof) in A. Hemingway's Subdivision of Part of the Southeast Quarter(1/4) of Section 1, and part of the Northeast Quarter(1/4) of Section 12, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which description includes vacated streets by ordinance of the City of Chicago, dated August, 5, 1949, and also excepting from said Lot 5, that part lying South of the South line of the North Half(1/2) of the South Half(1/2) of the North Half(1/2) of the Northeast Quarter(1/4) and West of the West line of the East Half(1/2) of the Northeast Quarter(1/4) of Said Section 12. P.I.N 12-26-018-0000

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, 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 seal s of Mortgagors the day and year first above written.

John DiSalvo [SEAL] Mamie DiSalvo [SEAL]

STATE OF ILLINOIS, I, James R. Andrie, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT John DiSalvo and Mamie DiSalvo, his wife

who are 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 4th day of December 1987.

James R. Andrie Notary Public

Notarial Seal

Handwritten notes: 145843, 294854

Handwritten note: 358656

Vertical stamp: 3677817

UNOFFICIAL COPY

5533 Odell Avenue  
Chicago, Illinois 60656

PLACE IN RECORDER'S OFFICE BOX NUMBER

(312) 237-3067  
Chicago, IL 60639

MAIL TO:  
Benedek & Benedek  
Attorneys at Law  
5940 W. Grand Ave.  
Chicago, IL 60639

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

5533 Odell Avenue

BOX 32

CHICAGO TITLE AND TRUST COMPANY  
Assistant Secretary/Assistant Vice President  
By *[Signature]*  
Identification No. 722118

FOR THE PROTECTION OF BOTH THE BORROWER AND  
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE  
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST  
DEED IS FILED FOR RECORD.

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 building 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 free from mechanical or other liens or claims for ten or more days; (c) pay any taxes, assessments, or other charges on the premises; (d) upon request exhibit satisfactory evidence of the discharge of such prior liens to Trustee or to holders of the note; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagee shall pay before any 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 duplicate receipts therefor. To prevent default hereafter Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.
- Mortgagee shall keep all buildings and improvements now or hereafter 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 company 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 compliance with 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.
- In case of default in the terms of the note, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagee 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 thereon, or redeem from any tax sale or foreclosure sale any property or interest in real estate, and may pay any tax or assessment, All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post mortgaged rate set forth in the note concerning which action authorized may be taken, shall be so much additional indebtedness secured hereby and shall become a part of the note. Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee and shall become a part of the note. Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee and shall become a part of the note. Trustee or the holders of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee and shall become a part of the note.
- 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 presented 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, foreclosure, tax lien or title or claim thereon.
- Mortgagee 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 note, and without notice to Mortgagee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any agreement in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon, in any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, publication costs and costs (which may be estimated as to be estimated after entry of the decree) of preparing all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and statements with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to protect the such suit or to provide evidence to bidders in any sale which may be had pursuant to such decree the true condition of the title or to the value of the premises, all expenditures and expenses of the nature in this paragraph mentioned shall become a part of the note secured hereby, and immediately due and payable, with interest thereon at a rate equivalent to the post mortgaged rate set forth in the note. Trustee or the holders of the note shall be a party, either as plaintiff or defendant, by reason of such suit to foreclose the lien hereon, whether or not actually commenced, or (c) preparation for the commencement of any suit to foreclose the lien hereon, whether or not actually commenced, or (d) preparation for the actual commencement of any suit to foreclose the lien hereon, 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 liens which under the terms hereof constitute a 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 overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.
- 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 said Mortgagee 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 of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, 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 the 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 of the premises 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 a lien on the premises, 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 by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become 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 interposing 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 on the note or 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 shall Trustee 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.
- Trustee shall release this trust deed and the lien thereon by proper presentation 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 to the person who requests a release, and all indebtedness hereby secured hereon shall be deemed to have been released and the person who requests a release shall be deemed to have been released and the person who requests a release shall be deemed to have been released and the person who requests a release shall be deemed to have been released.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall 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 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 herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release is issued. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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