

RECORDED BY SP-1

STREET
CITY

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MAYWOOD-PROVISO STATE BANK

Maywood, IL 60153

10100 Parke Avenue

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FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

[illegible]

P.I.N. 24-10-320-021-0000

LOT 1 IN C. A. PERSON'S FIRST ADDITION TO OAK HEIGHTS, A SUBDIVISION OF THE WEST 291 FEET OF THE EAST 1615 FEET OF LOT 5 IN THE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAN OF C. A. PERSON'S FIRST ADDITION TO OAK HEIGHTS, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1965 AS DOCUMENT NUMBER 2203398.

PAULETTO, NANNINI and CATRAMONE, 421 Madison Street, Maywood, IL, in said City, NOW, THEREFORE, first Party to secure the payment of the said principal sum of money and first interest in accordance with the terms, provisions and limitations of this trust deed, and also its continuation of the sum of One Dollar in hand paid, receipt whereof is hereby acknowledged, does by these presents Grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the County of COOK AND STATE OF ILLINOIS, to wit:

Four hundred fifty-seven and 4/100 dollars on the 5th day of October 1988 and principal and interest in the amount of four hundred fifty-seven and 4/100 dollars on the 5th day of October 1988 and principal and interest in the amount of four hundred fifty-seven and 4/100 dollars on the 5th 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 5th day of September, 1993. 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 installment unless paid when due shall bear interest at the rate of seven per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Maywood, 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

THIS INSTRUMENT MADE September 2, 1988, between FIRST NATIONAL BANK OF ILLINOIS, a corporation organized under the laws of the State of Illinois, and MAYWOOD-PROVISO STATE BANK, an Illinois Banking Corporation, herein referred to as "First Party," and April 1, 1982, and known as delivered to said Bank, in pursuance of a Trust Agreement dated August 2, 1984, herein referred to as "First Party," and MAYWOOD-PROVISO STATE BANK, an Illinois Banking Corporation, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of Twenty thousand five hundred sixty-four and 11/100-----Dollars, made payable to Maywood-Proviso State Bank and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, and the co-makers thereof personally promise to pay, the said principal sum and interest from September 2, 1988 on the balance of principal remaining from time to time unpaid at the rate of

THE ABOVE SPACE FOR RECORDERS USE ONLY

3751406

TRUST DEED

A96519 in Boardroom

holders of the note, such rights to be evidenced by the same a mortgage clause, be attached to each policy, and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance, to the insurer, to deliver to the insurer not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth 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 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 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 shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. 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 of the provisions of this paragraph.

2. 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 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 note 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, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances 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 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 seven per cent per annum, 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.

Property of Cook County Clerk's Office

CHICAGO TITLE INS

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HARRY (AUS) YOUNG
REGISTRAR OF TITLES
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IN DUPLICATE

FIRST NATIONAL BANK OF CICERO As Trustee as aforesaid and not personally,

By Glenn J. Richter
Attest Nancy Tomisek

VICE PRESIDENT
ASSISTANT SECRETARY

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Glenn J. Richter,

Vice President of the First National Bank of Cicero and Nancy Tomisek

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as execution of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"

Barbara McCord
Notary Public, State of Illinois
My Commission Expires 10/25/90

Given under my hand and Notarial Seal this 2nd day of September 1988
Barbara M. Cord
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The instrument here mentioned in the within Trust Deed has been identified

hereby under this declaration

Trustee

REVISED

INSTRUCTIONS

OR

CITY Maywood, IL 60153

STREET 411 Madison Street

NAME MAYWOOD-PROVISO STATE BANK

10100 Parke Avenue
Oak Lawn, ILFOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

TOGETHER with the property hereinafter described, is referred to herein as the "premises".

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

(1) Until the indebtedness aforesaid shall be fully paid, and in case of the failure of the First Party, its successors or assigns to (a) promptly repay, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for them not expressly subordinated to the lien hereof; (3) pay when due any indebtedness of the discharge of 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 the First Party; (4) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (5) refrain from making alterations in and premises except as required by law or municipal ordinance; (6) pay before any general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to the First Party, or to holders of the note duplicate receipts therefor; (7) pay in full under protest, in the manner provided by statute, any tax or assessment which the First Party may desire to contest; (8) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 here- by, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to the First Party for the benefit of the

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 here- in set forth.

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LOT 1 IN C. A. PERSON'S FIRST ADDITION TO OAK HEIGHTS, A SUBDIVISION OF THE WEST 291 FEET OF THE EAST 1615 FEET OF LOT 5 IN THE SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE EAST HALF OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF C. A. PERSON'S FIRST ADDITION TO OAK HEIGHTS, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1965 AS DOCUMENT NUMBER 2203398.

COOK

AND STATE OF ILLINOIS, to wit:

belong in the COUNTY OF COOK

NOW, THEREFORE, First Party, to secure the payment of the sum of One Dollar in full, and also in consideration of the sum of One Dollar in full, the receipt whereof is hereby acknowledged, does by these presents grant, sell, convey, and deliver, with the covenants, conditions, and warranties hereunto in and by the First Party contained, unto the said Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook

PAULETTO, NANNINI and CATRAMBONE, 421 Madison Street, Maywood, IL, in said City, may, from time to time, in writing appoint, and in absence of such appointment, then at the office of

being made payable at such banking house or trust company in Maywood, Illinois, as the holders of the note

unpaid principal balance and the remainder to principal; provided that the principal of each installment unless

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the

payment of principal and interest, if not sooner paid, shall be due on the 5th day of September, 1993.

thereafter until said note is fully paid except that the final

Dollars on the 5th day of each month

of four hundred fifty-seven and 44/100

Dollars on the 5th day of

October 19 88 and principal and interest in the amount of

four hundred fifty-seven and 44/100

percent per annum in installments as follows: Principal and interest in the amount of

on the balance of principal remaining from time to time unpaid at the rate of

personally promise to pay, the said principal sum and interest from September 2, 1988

estate subject to said Trust Agreement and hereinafter specifically described, and the co-makers thereof

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust

made payable to Maywood-Proviso State Bank

herewith in the Principal Sum of Twenty thousand five hundred sixty-four and 11/100-----Dollars.

THAT, WHEREAS First Party has concurrently herewith executed an installment note bearing even date

herein referred to as TRUSTEE, witnesseth:

Illinois Banking Corporation

trust number 71954, herein referred to as "First Party," and MAYWOOD-PROVISO STATE BANK, an

delivered to said Co-Bank, in pursuance of a Trust Agreement dated April 1, 1982

and known as

THIS INDENTURE Made September 2, 1988, between FIRST NATIONAL BANK OF Illinois

as Trustee under the provisions of a Deed or deeds in trust duly recorded and

CICERO

THE ABOVE SPACE FOR RECORDERS USE ONLY

3751406

TRUST DEED

A96519 in Cook County

UNOFFICIAL COPY

3751436

3751406

11. In addition to the payments called for herein on account of principal and interest the undersigned shall deposit monthly with the bidder of the note a sum equal to one-twelfth of the annual requirement for real estate taxes and insurance premiums. At all times there shall be on deposit a sum equal to all accrued real estate taxes and insurance premiums.

In Witness Whereof, First National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Trustee