

# UNOFFICIAL COPY

PARCEL 1: THAT PART OF LOT 8 LYING WEST OF A LINE RUNNING FROM THE NORTH LINE OF SAID LOT 8 TO THE SOUTHWESTERLY LINE OF SAID LOT 8 AND DRAWN AT EIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 FROM A POINT IN THE NORTH LINE OF SAID LOT 8 WHICH IS 89.17 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8 AND LYING EAST OF A LINE RUNNING FROM THE NORTH LINE OF SAID LOT 8 TO THE SOUTHWESTERLY LINE OF SAID LOT 8 AND DRAWN AT EIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 FROM A POINT WHICH IS 89.17 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8 IN BUSSE-WESTERN SUBDIVISION OF PART OF LOT 7 IN GILLICK'S SUBDIVISION OF PART OF THE EAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID BUSSE-WESTERN SUBDIVISION, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 19, 1957, AS DOCUMENT NUMBER 1774361, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS FILED AS DOCUMENT NUMBER LR 1846421, FOR INGRESS AND EGRESS AND PARKING, ALL IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

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Rev. 11/75  
Form 807 Trust Deed - Individual Mortgagors - Purpose Note - Illinois Statute of Limitations

NOTE IDENTIFIED

RE TITLE SERVICES # A-2-386

THIS INDENTURE, made December 12, 1988 and not since remarried and Thomas Belgrado and Norma Belgrado, his wife / between "Mortgagors," and PRKWAY BANK herein referred to as TRUSTEE, witness: THAT, WHEREAS the Mortgagors are jointly indebted to the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of TWENTY FOUR THOUSAND AND NO/100+HS - - - - - evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF Dollars, - - - - - and delivered, in and by which said Note the Mortgagors promise to pay the said PRKWAY BANK from date of this Note to the date of final payment of principal and interest at the rate of 9.53% +2% per cent per annum in installments (including principal and interest) as follows: Interest or more on the 12th day of each and every thereafter until said note is fully paid except that the final payment of principal and interest, if no, soon as paid, shall be due <del>XXXXXX</del> XXXXX ON DEMAND. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and interest to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of base +5% per annum, and all of said principal and interest bearing made payable at such banking house at the time company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appomit, and in absence of such appointment, then at the office of First State Bank of Chicago in said City, - - - - - NOW, THEREFORE, the Mortgagors to secure the sum of money and all debts, issues and profits which, with the property hereinabove described, is referred to herein as the "Proceeds," TOGETHER WITH all improvements, tenures, easements, fixtures, and all joints, issues and profits thereof for so long and during all such times as the Mortgagors may be entitled thereto which are placed or retained on or about the property, fixtures, furniture, equipment, supplies, tools of trade, beds, armchairs, sofas and other fixtures, all of the foregoing are declared to be a part of said real estate held hereunder physically and personally, and as a fact, used as a constituent part of the real estate of articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered that all similar fixtures and chattels and benefits the mortgagors do hereby expressly release and waive. TO HAVE AND TO HOLD the premises unto the said trustee, for the uses and benefits and by virtue of the successors and assigns, for so long and during all such times as the Mortgagors may be entitled thereto which are placed or retained on or about the property, fixtures, furniture, equipment, supplies, tools of trade, beds, armchairs, sofas and other fixtures, all of the foregoing are declared to be a part of said real estate held hereunder physically and personally, and as a fact, used as a constituent part of the real estate of articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered that all similar fixtures and chattels and benefits the mortgagors do hereby expressly release and waive, for ever, for the period of time upon the uses and benefits set forth, - - - - - TO HAVE AND TO HOLD the premises unto the said trustee, for the uses and benefits and by virtue of the successors and assigns, for so long and during all such times as the Mortgagors may be entitled thereto which are placed or retained on or about the property, fixtures, furniture, equipment, supplies, tools of trade, beds, armchairs, sofas and other fixtures, all of the foregoing are declared to be a part of said real estate held hereunder physically and personally, and as a fact, used as a constituent part of the real estate of articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered that all similar fixtures and chattels and benefits the mortgagors do hereby expressly release and waive, for ever, for the period of time upon the uses and benefits set forth, - - - - - WITNESS the hand and seal of Mortgagors the day and year first above written. (Gloria J. Romano) Thomas Belgrado <i>Gloria J. Romano</i> I SEAL I (Gloria J. Romano) Thomas Belgrado <i>Gloria J. Romano</i> I SEAL I (Gloria J. Romano) Thomas Belgrado <i>Gloria J. Romano</i> I SEAL I STATE OF ILLINOIS, ss. County of COOK THAT Gloria J. Romano, divorced and not since remarried, DO HEREBY CERTIFY that the undersigned is the same person whose name is subscribed to the instrument known to me to be the same person who signed the instrument set forth. NOTARY PUBLIC HONORABLE SEAL FOR THE STATE OF ILLINOIS, for the uses and purposes thereto set forth. NOTARY PUBLIC
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TRUST DEED

CITC7 THE ABOVE SPACE FOR RECORDERS USE ONLY

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Page 2  
THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall (a) promptly repair, 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 free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances 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.

2. Mortgagors shall pay before any penalty attaches all general taxes, 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 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, 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 companies of moneys 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 evidenced by 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 above to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore 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 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 attorney's 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 a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. 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 default hereunder on the part of 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 option of the holder of the note, and without notice to Mortgagors, 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 amount of principal or interest on the note, or (b) when default shall occur and continue for three days after the performance 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 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 in 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, or taxes for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of proceeding all such amounts of title, title searches and examinations, little insurance policies, title bonds, certificates and similar data and assurances with respect to title. Trustee or holders of the note may commence the reasonably necessary action to prosecute such suit or to enjoin or to bid away at any sale which may be had pursuant to such decree, except that condition of the title to be the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be included in 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 deed, if any, 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, in 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 commencement of any suit for the foreclosure hereof, after arrival of such right to foreclose whether or not actually commenced, or to preparations for the defense of any threatened suit or proceeding which might affect the premises or the security 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 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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 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, and, in case of sale and a deficiency, during the full statutory period of 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: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other item which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosing sale, (b) the deficiency in case of a 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 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, 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 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 secured by this trust 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 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 as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee herein; or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on 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 persons herein designated as makers thereof.

14. 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.

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 liable for the payment of the indebtedness or any part thereof, 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.

16. 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 deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

**IMPORTANT!**

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

Identification No. 3179

PARKWAY BANK AND TRUST CO.  
KALAHAN & CO., TRUSTEES FOR CHICAGO TITLE AND TRUST COMPANY

By \_\_\_\_\_

Ralph Kovatsic, Dean  
Assistant Secretary-Treasurer and President

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

702 N. Western Blvd C.  
Park Ridge, Ill.

PLACE IN RECORDER'S OFFICE BOX NUMBER