

# UNOFFICIAL COPY

Official Payments (including Interest)

On or about a day in month year, I, the undersigned, the maker, not the holder of this instrument, do hereby certify that the same is my original instrument, and is not a copy or a facsimile of a particular document.

3784107

THIS INDENTURE, made April 11 1989

BETWEEN FRED J. CASCIO AND SUSAN A. CASCIO,

His Wife

(334 W. 113th Place Worth, IL 60482

(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and MAYWOOD-PROVISO STATE BANK

411 W. MADISON STREET MAYWOOD, IL 60153

(NO. AND STREET) (CITY) (STATE)

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 Maywood-Proviso State Bank, and delivered, in and by which note Mortgagors promise to pay the principal sum of

thirteen thousand six hundred twenty eight and 4/11/89 on the balance of principal remaining from time to time unpaid at the rate of 13.00 percent Dollars, and interest thereon, per annum, such principal sum and interest to be payable in installments as follows: Three hundred ten and 10/100

Dollars on the 15th day of MAY 1989 and Three hundred ten and 10/100 Dollars on

the 15th day of each and every 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 15th day of APRIL 1994, all such 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 interest after the date for payment thereof, at the rate of 15.00 per cent per annum, and all such premium arising made payable at 411 W. MADISON STREET MAYWOOD, ILLINOIS 60153 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 remaining unpaid thereon, together with accrued interest thereon, shall become due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days 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 in 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 covenants 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 hereby acknowledged, Mortgagors to the County of Cook 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, situated, lying and being in the CITY OF WORTH, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot One Hundred Seventy-Four (174), in Arthur Durus Harlem Avenue Addition, a subdivision of the Northeast quarter (1/4) of Section 24, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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

Permanent Real Estate Index Number(s): 23-24-210-016

Address(es) of Real Estate: 7334 W. 113th Place Worth, Illinois 60482

TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long as during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged personally and on a parity with said real estate and not secondarily, and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used as a sun, heater, gas, water, light, power, refrigeration, and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), curtains, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises).

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purpose, 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: Fred J. Cascio and Susan A. Cascio, his wife

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 hereby are made a part hereof as though they were here set out in full and shall be construed in conjunction with the other provisions of this instrument.

Witness the hands and seals of Mortgagor the day and year first above written.

Fred J. Cascio (Seal) Susan A. Cascio (Seal)

PLEASE PRINT OR  
TYPE NAME(S)  
IN BLOCK  
SIGNATURE(S)

Susan A. Cascio (Seal)

(Seal)

State of Illinois, County of

in the State aforesaid, DO HEREBY CERTIFY that Fred J. Cascio and Susan A. Cascio, his wife,

SEAL OF R. Salver,  
Notary Public, State of  
Illinois, Commission Expires  
April 10, 1991

personally known to me to be the same person as whose name is R. Salver subscribed to the foregoing instrument, and before me this day in person, and acknowledged that R. Salver signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Oath under my hand and official seal this 11th day of April 1989

Notary Public

This instrument was prepared by Lea R. Salver 411 W. Madison Street MAYWOOD, IL 60153

MAIL is instrument to MAYWOOD-PROVISO STATE BANK 411 W. MADISON STREET  
MAYWOOD, ILLINOIS 60153

(CITY)

(STATE)

(ZIP CODE)

OR REORDER'S OFFICE BOX NO.

# UNOFFICIAL COPY

THIS FOLLOWSING ARE THE ORIGINALS OF THE DOCUMENTS WHICH WERE PRESENTED TO PAGE 1 (THE REVERSE SIDE) OF THIS TRUST DEED, AND WHICH WERE FILED AS PART OF THE RECORDS OF THE COUNTY RECORDER'S OFFICE BEGGINING:

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 smoke, dust, fumes or noise in favor of the United States or in such form as to cause for loss not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be incurred by it, less or in case of taxes, the amounts reported to the tax board, and upon request exhibit satisfactory evidence of the discharge of rents prior to its Trustee, or its successors of the same; (5) complete within a reasonable time any building or buildings now or at any time or places 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 alteration 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 accrues all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises which rise, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts thereto. The amount which 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 and all other usual causes providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, plus compensation 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 about 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 sum and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any tax, lien or other prior lien or title or claim thereof, or redeem any tax, rate or forfeiture affecting said premises or content any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable 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 such labor 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 or demand at the rate of nine per cent per annum. Interest of Trustee or holders of the note shall never be considered as a charge of any right not existing to them on account of non-default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby assume making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared therefor in appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, tax, forfeiture, tax lien or other claim thereof.

6. Mortgagors shall pay all sums of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the note, or their attorney, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, bear interest from the date of the election to the maturity, become due and payable when default shall occur in payment of principal or interest, or in case default shall commence 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 and owing by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a security interest, and subject to such other title hereof, there shall be allowed and included as additional indebtedness to the claim for full repayment of all amounts which may be expended incurred by or on behalf of Trustee or holders of the note for attorney's fees, court costs, appraiser's fees, and laymen's expenses, and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to losses to be expected) of entry of the same, and of recovering all such abstracts of title, title searches and examinations, insurance policies, taxes, certificates of title, and other expenses with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prevent or cure any defect in title or to remove any encumbrance which may be had pursuant to such decree the true condition of the title to the value of the principal amount of the indebtedness, and expenses of the nature in this paragraph mentioned shall be liable on such indebtedness secured, hereinafter referred to as "foreclosure expenses", and interest thereon at the rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in good faith, in the course of proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall become a party by reason of the creation of this Trust Deed or any indebtedness hereby secured; or (2) preparation for the commencement of suit for foreclosure, or removal after the denial of such right to foreclose whether or not actually commenced; or (3) preparations for the defense of any action of law or equity which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of all 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 funds which under the terms herein 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 surplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, 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 tenanted or vacant and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, leases and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period for redemption, whether or not there be redemption, or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, leases and profits, as is or other powers which may be necessary or are usual in such cases for the protection, garnishment, 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 by tax, special assessment or other lien which is or becomes superior to the lien hereof or of such decree; provided such application is made prior to foreclosure, to 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 of 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 unless 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 or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions herein, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him 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 principal 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 co-cessor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which purports, in substance with the description herein contained of the principal note and which purports to be endorsed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never received a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note 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 designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registerer of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or removal of Trustee, the credit of his or its death, resignation, inability 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 of the trustee given by this Trust Deed, and may, if holder of success, be entitled to reasonable compensation for all acts performed herein.

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 shall have executed the principal note, or this Trust Deed.

**IMPORTANT**  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDEE, THE NOTE SECURED BY THIS TRUST DEED  
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE  
TRUST DEED IS FILED FOR RECORD.

The Settlement Note mentioned in the within Trust Deed has been  
Identified herewith under Identification No. \_\_\_\_\_

Trustee

ACW 404 PTCY 150 State Bank  
4/11/1967 4/11/1967