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2003-03-24 09:07:53
Cook County Recorder 32.50



TRUST DEED
MORTGAGE (Illinois)

(Above Space for Recorder's Use Only)

THIS INSTRUMENT WITNESSETH, that Anthony Platas (hereinafter called the Grantor), of 1851 West 34th Street, Chicago, Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, CONVEYS AND WARRANTS to Maria Platas, of 9450 Longmeadow Circle, Boynton Beach, Florida, or her successor as administrator of the Estate of Antonio Platas, deceased, as Trustee, and to her successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois to wit:

Lot 4 in Block 4 in North Ravenswood, being a subdivision of the southwest 1/4 of the southeast 1/4 of section 7, Township 40 north, Range 14, east of the Third Principal Meridian, (except the Chicago and Northwestern Railroad right of way) in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 14-07-419-014-0000

Address of premises: 4844 North Winchester, Chicago, Illinois

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

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IN TRUST, nevertheless, for the purposes of securing performance of the covenants and agreements herein. Page 2 of 5

WHEREAS, The Grantor is justly indebted upon a certain promissory note, payable to Fulvio Grande in the principal amount of \$100,000. The claim of Fulvio Grande for principal and accrued interest under the provisions of said note was allowed by the Circuit Court of Cook County, Illinois, in the Matter of the Estate of Antonio Platas, deceased, Case Number 01 P 5003.

THE GRANTOR covenants and agrees as follows: (1) To pay from the proceeds of sale of the premises, said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all

prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent (7%) per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven percent (7%) per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this

Trust Deed, the court in which such complaint is filed, after notice to the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of the record owner is: Anthony Platas

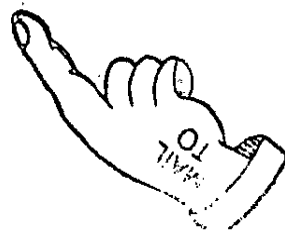
IN THE EVENT of the death or removal from said Cook County of the grantee, or of her resignation, refusal or failure to act, then her successor as administrator of the Estate of Antonio Platas, deceased, of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or her successor in trust, shall release said premises to the party entitled, on receiving her reasonable charges.

This trust deed is subordinate to the first mortgage of Metropolitan Bank and Trust Company, dated March 14, 2000 and recorded in Cook County, Illinois as Document Number 00226169, and also any additional or substitute loans made to Anthony Platas to repair or renovate the building upon the premises.

Witness the hand and seal of the Grantor this 18th day of March, 2003.

Anthony Platas (SEAL)
Anthony Platas

This instrument was prepared by Robert A. Hall, Bishop, Rossi & Scarlati, Ltd., Two TransAm Plaza, Suite 200, Oakbrook Terrace, Illinois 60181

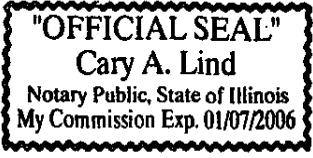


STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, CARY A. LIND, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony Platas, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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.

Given under my hand and official seal this 18th day of March, 2003.

[Signature]
Notary Public



Property of Cook County Clerk's Office