

# UNOFFICIAL COPY



Doc#: 0731322019 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2007 10:19 AM Pg: 1 of 4

THIS INDENTURE WITNESSETH, That STANISLAW ZIOMEK and JANINA MARCINKIEWICZ (hereinafter called the Grantor), of 28 Allen Drive, Elgin, Illinois 60120, for and in consideration of the sum of Fifty Thousand Dollars (\$50,000.00) in hand paid, CONVEYS AND WARRANTS to Peter Pizzo and Kimberly Ann Rizzo, Husband and Wife, at 2024 Franklin Drive, Glenview, Illinois 60026, as Trustee, and to his 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:

See legal description, attached as Exhibit A.

IN COOK COUNTY, ILLINOIS

PIN: 06-18-400-033-0000

Commonly Known As 28 Allen Drive, Elgin, Illinois 60120

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

IN TRUST nevertheless, for the purpose of securing performances of the covenants and agreements herein.

WHEREAS, the Grantor is justly indebted upon the Promissory Note dated August 15, 2007.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon as herein and in said note or notes provided, or according to any agreement extending time of payments; (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 Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; (6) to pay all prior encumbrances and the interest thereon, at the time or times when the same shall become due and payable.



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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 five per cent (5%) 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, costs 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 proceedings 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 without notice to the Grantor, or to any party claiming under 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: Stanislaw Ziomek and Janina Marcinkiewicz

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Tina Marie Rizzo 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 be the acting Recorder of Deeds of said County is hereby appointed to be successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

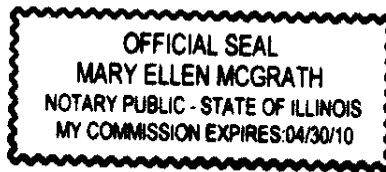
Witness the hand and seal of the Grantor this 15<sup>th</sup> day of August, 2007.

*Stanislaw Ziomek*  
Stanislaw Ziomek

*Janina Marcinkiewicz*  
Janina Marcinkiewicz

SUBSCRIBED AND SWORN TO before me this 15 day of August, 2007.

*Mary Ellen McGrath*  
NOTARY PUBLIC



DATED: August 15, 2007

PREPARED BY:

Andrew P. Cores, Esp, Kreuzer, Cores & McLaughlin, LLP  
400 South County Farm Road -- Suite 200  
Wheaton, IL 60187 -- 630/871-1002



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LOT 2 OF THE RESUBDIVISION OF LOTS 5 AND 37 IN SECOND ADDITION TO HIGH VIEW HILLS, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 AND PART OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HANOVER TOWNSHIP, COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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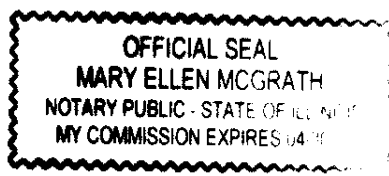
## STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed of Assignment of Beneficial Interest in land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated Aug 15, 2007

Signature: [Handwritten Signature]  
Grantor or Agent

Subscribed and sworn to before me  
By the said MARY ELLEN MCGRATH  
This 15 day of AUGUST, 2007.  
Notary Public Mary Ellen McGrath

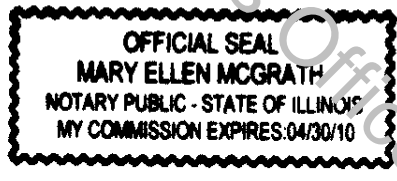


The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Date Aug 15, 2007

Signature: [Handwritten Signature]  
Grantee or Agent

Subscribed and sworn to before me  
By the said MARY ELLEN MCGRATH  
This 15 day of AUGUST, 2007.  
Notary Public Mary Ellen McGrath



Note: Any person who knowingly submits a false statement concerning the identity of Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)