

TRUST DEED — INSURANCE AND RECEIVER
Form 15 C. (Rev.)

21.280 314

Perfection Legal Forms & Printing Co., Rockford, Illinois

This Indenture WITNESSETH, That the Grantor S, RALPH CACCIURRI and SHARON A. CACCIURRI, his wife,
of the City of Chicago Heights, County of Cook and State of Illinois

for and in consideration of the sum of TWENTY-TWO THOUSAND and NO/100 (\$22,000.00) Dollars in hand paid, CONVEY and WARRANT to ANGELO A. CIAMBRONE, Trustee, of the City of Chicago Heights, County of Cook and State of ILLINOIS, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, 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 State of Illinois

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to-wit:
Lot 3 in Sigmund Tokarz Subdivision of that part of the West Half of the Northwest Quarter of Section 18, Township 35 North, Range 15, East of the Third Principal Meridian, lying South of the Glenwood Dyer Road, according to Plat thereof recorded as Document 14799685, in Cook County, Illinois;

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 performance of the covenants and agreements herein. WHEREAS, The Grantor S, RALPH CACCIURRI and SHARON A. CACCIURRI, his wife, are jointly indebted upon TWO (2) principal promissory notes bearing even date herewith to the sum of Seventeen Thousand & No/100 Dollars (\$17,000.00), one in the

to Michael Kotlarz and Lottie Kotlarz payable in monthly installments of \$250.00 or more, per month, including interest on the balance of such principal remaining from time to time unpaid at the rate of 5% per annum, 1970 and continue on the 1st day of each and every month thereafter until fully paid; and the second note in the sum of Five Thousand Dollars (\$5,000.00), payable to Walter Skorupa and Sophie Skorupa payable in monthly installments of \$250.00 or more, per month, including interest on the balance of principal remaining from time to time unpaid at the rate of 5% per annum, such principal sum and interest to commence on the 1st day of October, 1970 and continue on the 1st day of each and every month thereafter or such other place as the legal holder hereof may from time to time in writing appoint.

THE GRANTOR S covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending the time of payment; (2) to pay prior to the time that penalty will attach 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 any agreement extending the time of payment; (4) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in company to be approved by the holder of said indebtedness and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenable and in good repair; and (7) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the said premises in good and salable condition; or discharge or purchase any tax lien or title affecting said premises; and all money so paid for insurance, repairs, or such other place as the legal holder hereof may from time to time in writing appoint.

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 with interest thereon from time of such breach, at seven per cent per annum shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure proceedings; and until the period that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor S; that such expenses and disbursements shall be an additional lien upon said premises, and the costs of suit, including such foreclosure proceedings; and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall waive all such fees, expenses and disbursements, and the costs of suit, shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit, including such foreclosure proceedings; and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall upon motion of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money; or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens or titles, or the necessity for repairs, in advancing money as hereinbefore provided.

IN THE EVENT of the death, inability, removal or absence from said Cook County is hereby appointed to be of or his refusal or failure to act, then Stanley A. Wilczynski, Jr. of Cook County is hereby appointed to be the 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 acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hands and seal S of the grantor S this 26th day of September A. D. 19 70

[SEAL]
[SEAL]
Ralph Cacciurri
Sharon A. Cacciurri
[SEAL]
[SEAL]

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UNOFFICIAL COPY

STATE OF ILLINOIS
County of COOK } ss
I, Angelo A. Ciambrone
a Notary Public in and for, and residing in said County, in the State aforesaid

DO HEREBY CERTIFY, that RALPH CACCIURRI and SHARON A. CACCIURRI, his wife,

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day

and acknowledged that they signed, seal and delivered the same as

their free and voluntary act for the use and purposes set forth, including the release and waiver of the right

GIVEN under my hand and notarial seal, this day of September A. D. 1972

My Commission Expires May 17 1972 Notary Public No. 1600



COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORDED FOR DEEDS

OCT 2 '70 10 27 AM

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Property of Cook County Clerk's Office

No. 20445

TRUST DEED

RALPH CACCIURRI and SHARON A.

CACCIURRI, his wife,

TO

ANGELO A. CIAMBROME, Trustee

STATE OF _____ } SS. No. _____
County of _____ }
This instrument was filed for record in the Recorder's
Office of _____ County aforesaid, on the
_____ day of _____ 19
at _____ M. and recorded in Book
_____ of _____ on Page _____
RECORDED

Perfection Legal Forms & Printing Co., Eastland, Ill.

END OF RECORDED DOCUMENT