

TRUST DEED

22 751 513

THIS INDENTURE WITNESSETH: That the Grantor JOHN J. CASALE AND SYLVIA CASALE, HIS WIFE, JOINTLY

of BERWYN-----in the County of COOK----- State of ILLINOIS for and in consideration of the sum of \$ THIRTY-FIVE THOUSAND DOLLARS-----

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in hand paid CONVEY and WARRANT To MICHAEL A. SPEZIALE, TRUSTEE 17 W. 695 Roosevelt Rd

of OAKBROOK TERRACE in the County of DUPAGE-----in the State of ILLINOIS

and to his Successors in Trust hereinafter named the following described Real Estate with all buildings and improvements now and hereafter erected or located thereon including all heating light, 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 DuPage and State of Illinois to-wit

Lot 29 (except the North 15 feet) of Lot 30 in Block 5 in Berwyn Terrace Subdivision of Lots 53 to 56 in Circuit Court Partition Section 31 and Section 32, Township 39 North, Range 13 lying East of the 3rd principal meridian in Cook County, Illinois.

WHEREAS the Grantor JOHN J. CASALE AND SYLVIA CASALE, HIS WIFE, JOINTLY hereby recede and convey the rights under and by virtue of the Trust heretofore created for the purpose of securing the performance of the covenants and agreements herein to the Trustee MICHAEL A. SPEZIALE, TRUSTEE in and to the sum of THIRTY-FIVE THOUSAND DOLLARS bearing even date herewith payable to the order of BANK OF OAKBROOK TERRACE

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THE GRANTOR covenant and agree as follows: 1) to pay said indebtedness and the interest thereon as herein provided and according to the tenor and effect of said note or according to any agreement extending time of payment 2) to pay such taxes and assessments against such premises when and as the same become due and payable 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 at any time on said premises insured against loss by fire, windstorm and such other hazards in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written up to require all payments for loss thereunder to be applied in reduction of said indebtedness; and 6) not to suffer any mechanics or other lien to attach to said premises in the event of failure to so insure or pay taxes or assessments the grantor or 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 and all money so paid the grantor agree to repay immediately without demand and the same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until all said note ... paid, and in case of foreclosure said abstract shall become the property of the purchaser of said foreclosure sale

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 said 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 by the grantor 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 abstract showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness as such may be the 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 proceeding; which proceeding, whether decree of sale shall have been entered or not shall not be dismissed nor a release hereof given, until all such expense and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor waives all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may at once be appointed 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 commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered in such foreclosure proceedings, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, to the person entitled to the Master's Deed under the certificate of sale

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# UNOFFICIAL COPY

IN THE EVENT of the death removal or absence from said **DUPAGE** County of the grantee or of his refusal or failure to act then **DALLAS H. HIMM, AS TRUSTEE** 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 DuPage County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the grantee or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESSE the hand and seal of the grantor this 20th day of May A D 1974  
X *John S. Casale* SEAL X *Sylvia Casale* SEAL  
John S. Casale SEAL Sylvia Casale SEAL

STATE OF ILLINOIS  
DU PAGE COUNTY  
Judy Van Hankleden  
a Notary Public in and for and residing in  
said County in the said State aforesaid DO HEREBY CERTIFY THAT **JOHN S. CASALE AND SYLVIA CASALE,**  
**HIS WIFE, JOINTLY**

personally known to me to be the same person **S** whose name **S** subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument as their 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 Notarial seal this 20th day of May A D 1974  
*Lucille Matejka* Notary Public  
My commission expires January 22, 1977  
Trustee



THIS INSTRUMENT WAS PREPARED BY

H. Anne Kelsch  
17 W. 695 Roosevelt Rd.  
Villa Park, Illinois 60181

COOK COUNTY ILLINOIS  
FILED FOR RECORD  
JUN 14 '74 2 03 PM

\*22751513

TRUST DEED

Trustee

Document No.

MAIL TO

BANK OF OAKBROOK TERRACE  
OAKBROOK TERRACE ILLINOIS  
17 W 695 ROOSEVELT RD  
VILLA PARK, ILLINOIS 60181

H. Anne Kelsch

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END OF RECORDED DOCUMENT