

22 774 302

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor RICHARD C. CASSIANI AND PATRICIA G. CASSIANI, HIS WIFE, JOINTLY-----

of FOREST PARK----- In the County of COOK----- State of ILLINOIS----- for and in consideration of the sum of THIRTY-FIVE HUNDRED DOLLARS (\$3,500.00)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

In hand paid. CONVEY and WARRANT TO MICHAEL A. SPEZIALE, AS TRUSTEE 17 W. 695 Roosevelt Road

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, lighting, 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 11 in Block 3 in Farley's Addition to Harlem Said Addition being a subdivision of the East 1/2 of the North West 1/4 of the North East 1/4 of Section 13, Township 39 North, Range 12 East of the Third Principal Meridian, 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 the performance of the covenants and agreements herein WHEREAS the Grantor RICHARD C. CASSIANI AND PATRICIA G. CASSIANI, HIS WIFE, JOINTLY Justly indebted upon Note & Security Agreement in the principal amount of THIRTY-FIVE HUNDRED DOLLARS (\$3,500.00) bearing even date herewith payable to the order of BAN. OF OAKBROOK TERRACE

THE GRANTOR----- covenants and agrees----- 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 all 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 in repair and deliver to holder of said indebtedness the insurance policies so written, as to require all payments for loss hereunder, 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 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----- agrees----- to repay immediately without demand, and the same, with interest thereon from the date of payment of 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 disbursements, incurred by any suit or proceeding wherein the grantor----- 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 determined, 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. HIRM** 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 trustee 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.

WITNESS the hand and seal of the grantor this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
X *Richard C. Cassiani* (SEAL) X *Patricia G. Cassiani* (SEAL)  
Richard C. Cassiani Patricia G. Cassiani (SEAL)

STATE OF ILLINOIS \*\*  
DU PAGE COUNTY \*\*  
I, \_\_\_\_\_ a Notary Public in and for and residing in \_\_\_\_\_ and County in the said State aforesaid DO HEREBY CERTIFY That **RICHARD C. CASSIANI AND PATRICIA G. CASSIANI, HIS WIFE, JOINTLY**

personally known to me to be the same person <sup>8</sup> whose name <sup>8</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
*Judith Ann Washburn*  
Notary Public

My Commission expires \_\_\_\_\_ 19\_\_\_\_  
Principal note identified by \_\_\_\_\_



This instrument was prepared by

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

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**TRUST DEED**

5.00

Document No. \_\_\_\_\_

MAIL TO: \_\_\_\_\_

18109 SIOUX BLVD VILLA  
OAKBROOK ILL 60181  
VILLA PARK, ILLINOIS 60181

22774302

**END OF RECORDED DOCUMENT**