

# UNOFFICIAL COPY

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H 986-62-29 90 NMT

**This Indenture**, Made this 1st day of June, 1973, WITNESSETH that WHEREAS THE GRANTOR, SALVATORE J. MILAZZO AND ANNA MILAZZO, his wife,

of the City of Chicago, in the County of Cook and State of Illinois, justly indebted to the legal holder, or holders of the principal installment note hereinafter described in the principal sum of

THIRTY THOUSAND AND NO/100 \* \* \* \* \* (\$30,000.00) DOLLARS,

as evidenced by said note, bearing even date herewith, made payable to BEARER and by the Grantors duly delivered, is and by which said note Grantors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 7 1/4 per cent per annum in instalments as follows:

TWO HUNDRED THIRTY SEVEN AND 12/100 \* \* \* (\$237.12) Dollars on the 25th day of July, 1973 and TWO HUNDRED THIRTY SEVEN AND 12/100 \* \* \* (\$237.12) Dollars

on the 25th day of each and every month \* \* \* \* \* thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 25th day of June, 1973.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that unless each instalment is paid when due the unpaid principal balance shall bear interest after such due date at the rate of eight per cent per annum. All of said principal and interest payments are payable in lawful money of the United States of America at such banking house or trust company in Chicago, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of LAKE VIEW TRUST AND SAVINGS BANK, in the City of Chicago, Cook County, Illinois.

NOW THEREFORE, the said Grantors, for the better securing of the payment of the said sum of money and interest thereon and the performance of the covenants and agreements herein contained, do by these presents convey and warrant unto LAKE VIEW TRUST AND SAVINGS BANK, a corporation created and existing under the laws of the State of Illinois and doing business in Chicago, Cook County, Illinois, as Trustee, and to its successors in trust, the following described real estate, to wit:

Lot 16 in Block 3 in Hillcrest being a Subdivision of the North East Quarter of the South West Quarter (except the North 2 7/8 acres thereof) in Section 34, Township 42 North, Range 11, East of the Third Principal Meridian, also the North 23.5 acres of the South East Quarter of the South West Quarter (except the West 295.1 Feet of the South 295.1 Feet lying North of the South 543 Feet of the East Half of the South West Quarter of said Section 34), in Cook County, Illinois.

The Grantors shall deposit with the holder of the Note secured hereby on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises as determined by the amount of the last available bill. As taxes and assessments become due and payable, the holder of the Note secured hereby is authorized to use such deposits for the purpose of paying taxes and assessments and in the event any deficit exists in the amount of such deposits, the Grantors agree to pay any difference forthwith.

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situated in the County of Cook and State of Illinois, together with all and singular the appurtenances, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof and the right to retain possession thereof, and all improvements now standing or that may hereafter be erected thereon, and all refrigerators, gas stoves, window shades, screens, heating apparatus and other equipment and fixtures now or hereafter used in said premises or in the connection thereof, without regard to whether such equipment be physically attached to said premises or not, to have and to hold the above described premises with the appurtenances and fixtures unto the said Grantee and to its successors forever for the purposes, uses and trusts herein set forth (and in the event this trust deed shall describe more than one principal note, then for the equal security of all of such notes without preference or priority of any one of said principal notes over any of the others by reason of the priority of maturity or of negotiation) and the Grantors do hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois;

AND the said Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, covenant and agree as follows: To pay promptly principal and interest due and to become due on prior encumbrances of any; to pay the indebtedness hereby secured and the interest thereon as herein and in said notes provided; to pay, before any payment shall attach thereto, all taxes and assessments, or instalments thereof, levied upon said premises; to commit or suffer no waste to said premises; to suffer no liens of mechanics or material men, or other claims to attach to such premises; and to keep all buildings and fixtures which may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire or wind or other risks (commonly known as "extended coverage") to the full insurable value thereof in such insurance company or companies as may be approved by the Trustee or the holder or holders of the principal notes and to deliver all insurance policies to the Trustee or such holder or holders, all such policies to include the usual Mortgage or Trustee clause which shall provide that all sums recoverable upon the same shall be payable to the Trustee, and the Grantors agree that in the event of a loss or damage to the said premises, or any portion thereof, by fire or otherwise, the Trustee shall have the exclusive right to adjust, collect, settle, compromise or litigate any claims against insurance companies and the Trustee's action in this regard shall be conclusive as against the Grantors and all sums thus recovered, if any, shall be held, disbursed and applied as the Trustee may see fit or the holder or holders of the principal notes direct either in reduction of the unpaid principal indebtedness or to the restoration or repair of the said premises. All such policies and all renewals thereof shall be delivered as aforesaid before the expiration of any then existing insurance and in the event of the failure of the said Grantors to pay said taxes and assessments or any instalments thereof, or to pay any such liens of mechanics or material men, or to keep said buildings insured, or to deliver the said insurance policies or any of them as aforesaid, the Trustee or the holder or holders of said principal notes, or of any of them, may pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the event of a breach of any one of the aforesaid covenants or agreements or in case of default in the payment of any note secured hereby, or any instalment of interest thereon, or principal thereof, or upon the conveyance, assignment or transfer by law or otherwise, of the title or any interest therein to the real estate described in said trust deed, according to the terms thereof, the whole of said principal indebtedness, together with the accrued interest thereon, shall, at the election of the legal holder or holders thereof (which election may be made at any time thereafter without notice), become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is further agreed by the Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, that in case a right of foreclosure or other right of action shall arise hereunder in any of the manners above specified, the legal holder or holders of said principal notes or of any part thereof, or the said Trustee for the benefit of such holder or holders, shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the plaintiff in connection with the foreclosure hereof—including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, cost of procuring or completing an abstract of title or a letter of opinion or minutes for foreclosure, showing the whole title to said premises embracing foreclosure decree—shall be paid by the Grantors; 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 Grantors; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this trust deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit, have been paid.

The Grantors, for said Grantors and for the heirs, executors, administrators and assigns of said Grantors, waive 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 agree that upon the filing of any bill to foreclose this trust deed the court in which such bill is filed may at once and without notice to the said Grantors or to any party claiming under said Grantors appoint a receiver or to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the full time allowed by law to redeem the same from any sale thereunder shall expire, irrespective of any redemption that may have been made prior to the expiration of said full period.

When the said notes and all expenses accruing under this trust deed shall be fully paid, the Trustee or its successor shall release said trust deed and reconvey all of said premises remaining unsold to the said Grantors or their heirs or assigns, upon receiving the reasonable charges therefor. The Trustee may in the exercise of its discretion accept the production of the principal notes duly or tendered as sufficient proof of the payment of the indebtedness secured hereby, and may waive the production of any or all of the interest coupons at the time of releasing this Trust Deed. In case of the resignation, inability or refusal to act of said Grantor, then Chicago Title & Trust Company, of Chicago, Illinois, is hereby appointed and made successor in trust herein, with all the power and authority as is hereby vested in said Grantor.

COOK COUNTY ILLINOIS  
FILED FOR RECORD

*Edward J. Causero*  
NOTARY PUBLIC

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If this instrument is executed by one individual, then the word "Grantors" and all verbs, pronouns and other words qualifying, applying or referring to the same in this instrument shall be construed as if the same had been written in the singular, and if this trust deed secures only one principal note then the word "notes" as used herein shall be held to mean such note.

WITNESS the hands and seals of the said Grantors the day and year first above written.

*Salvatore J. Milazzo* (SEAL)  
*Anna Milazzo* (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

STATE OF ILLINOIS)  
COUNTY OF COOK (ss.)

I, the undersigned, **Leonne Causero**  
a NOTARY PUBLIC in and for said County, in the State afore-  
said, DO HEREBY CERTIFY That  
**SALVATORE J. MILAZZO AND ANNA MILAZZO, his wife,**

personally known to me to be the same persons whose name are  
subscribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that they signed, sealed and de-  
livered the said instrument as their true and voluntary act, for  
the uses and purposes therein set forth, including the release and  
waiver of the right of homestead.



The principal(s) mentioned in the within  
Trust Deed has been identified herewith.

GIVEN under my hand and notarial seal this 6th day of  
June, 19 73

Register Number 2786  
LAKE VIEW TRUST AND SAVINGS BANK  
Trustee

*Leonne Causero*  
NOTARY PUBLIC

By [Signature]  
Trust Officer

BOX 146  
TRUST DEED

TO  
LAKE VIEW TRUST AND SAVINGS BANK  
TRUSTEE

Address of Property  
LAKE VIEW TRUST AND SAVINGS BANK  
MEMBER, BULLHORN & ARLAND AVENUES - CHICAGO, ILL. 60607

**END OF RECORDED DOCUMENT**