

# UNOFFICIAL COPY

## TRUST DEED

23 044 364

THIS INDENTURE WITNESSETH: That the Grantor  
May G. Clarizio

of LaGrange Park in the County of Cook  
State of Illinois for and in consideration of the  
sum of \$ SEVEN THOUSAND DOLLARS (\$7,000.00)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in hand paid, CONVEY and WARRANT TO  
Michael A. Speziale, Trustee

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-  
ing, 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 52 in Elm  
Terrace, a subdivision of East 1/2 of Southeast 1/4 except (The West 30  
Rods thereof) Section 28, Township 39 N, 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  
her  
justly indebted upon Promissory Note in the principal amount of SEVEN THOUSAND DOLLARS (\$7,000.00)  
bearing even date herewith, payable to the order of Bank of Oakbrook Terrace

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 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 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 as 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 so to  
insure, or pay taxes or assessments, the grantee or holder of said indebtedness, may procure such insurance or pay such taxes or assess-  
ments, 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 agree  
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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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 Judy Van Hanxleden 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.

WITNESS the hand and seal of the grantor this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

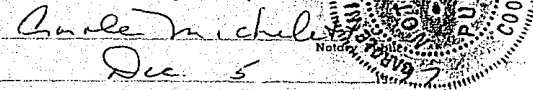
*May G. Clarizio* (SEAL) \_\_\_\_\_ (SEAL)  
May G. Clarizio \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS )  
Cook County )  
I, Carole Michelerro a Notary Public in and for said County, in the said State aforesaid, DO HEREBY CERTIFY That May G. Clarizio

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged \_\_\_\_\_

She \_\_\_\_\_ signed, sealed and delivered the said instrument as her free act for the uses and purpose therein set forth, including the release and waiver of homestead.

GIVEN under my hand and Notarical seal this 5th April A. D. 1975.

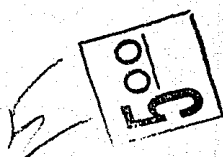


My Commission expires \_\_\_\_\_  
Principal note identified by: \_\_\_\_\_

1975 APR 9 AM 10 04

This document prepared by:

*Denise Delozier*  
Denise Delozier  
BANK OF OAKBROOK TERRACE  
17 W 695 Roosevelt Road  
Oakbrook Terrace, Ill. 60181



23044361

TRUST DEED

TO

Trustee



DOCUMENT

MAIL TO

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

1-888-888-8888

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