

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor ^S Joseph A. Pascolla and Donna M. Pascolla his wife jointly

23 066 228

of Chicago Illinois In the County of Cook State of Illinois for and in consideration of the sum of \$ FIFTEEN THOUSAND DOLLARS (\$15,000.00)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in hand and CONVEYS and WARRANT ^S 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, 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 DuPage and State of Illinois, to-wit:

Lot 14 in Block 8 in McIntosh's Blyn Mawr Avenue Addition to Chicago, being a subdivision of Lots 1 and 2 (except the East 46.83 feet of said Lot 1) in Circuit Court Partition of Lots 13, 14 and 15 in County Clerks Division of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 40 North, Range 13.

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 ^S their Promissory Note in the principal amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) justly indebted upon 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 assessments, or discharge or purchase any tax lien or liens 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 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 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 receiver's expenses, 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 proceeding, 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.

23 066 228

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 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 S and seal S of the grantor S this 22nd day of April A. D. 1975

Joseph A. Pascolla (SEAL)
Joseph A. Pascolla (SEAL)

Donna M. Pascolla (SEAL)
Donna M. Pascolla (SEAL)

STATE OF ILLINOIS, ss.
Cook COUNTY

Carole Michelotto Notary Public in and for and residing in DuPage County, in the said State aforesaid, DO HEREBY CERTIFY That Joseph A. Pascolla and Donna M. Pascolla

personally known to me to be the same person S whose name S is 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 purpose therein set forth, including the release and waiver of homestead.

GIVEN under my hand and Notarial seal this 22 day of April A. D. 1975.

Carole Michelotto
Notary



My Commission expires Dec. 5 1977

Principal note identified by:

Chicago Title & Trust Co.
CHICAGO ILL 60601

RECORDED
COOK COUNTY ILL

APR 30-75 988270 - 23066228 - A - Rec 5.00

This document Prepared by:

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

5.00

23166228

TRUST DEED

Trustee

Document No.



MAIL TO

MAIL TO

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

STOCK/PHONE UNIT - BANYONS INC

END OF RECORDED DOCUMENT