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P.H. 18-20-166-131

This Instrument Prepared by Arnold N. Flamm, 33 N. Dearborn St., Chicago, IL 60602



## TRUST DEED

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THIS INDENTURE, made June 10, 1975 between JOEL CANNATARO and JEAN CANNATARO, his wife, hereinafter referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, hereinafter referred to as "Trustee,"

WITNESSETH that, whereas the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as "Holder," of the Note, in the principal sum of TWENTY THOUSAND & 00/100ths (\$20,000.00) Dollars, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 16, 1975 on the balance of principal remaining from time to time unpaid at the rate of Eight (8%) per cent per annum in monthly payments including principal and interest as follows:

Two Hundred Thirty Three & 96/100ths (\$233.96) Dollars on the First day of August, 1975, and One Hundred Sixty Seven & 29/100ths (\$167.29) Dollars on the First day of each and every month thereafter, and said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the first day of July, 1995.

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 the principal of each installment, unless paid when due shall bear interest at the rate of Eight per annum, and all of said principal and interest being made payable at such banking house or trust company in the City of Chicago, Illinois, as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The Roscoe Company in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and above consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns the following described Real Estate and all of their estate, right, title and interest therein, to wit: County of Cook, State of Illinois, Village of Indianhead Park, Parcel No. 1: Unit 3-30-5 in Acacia Unit 3, being a Subdivision of part of the Northwest Quarter of Section 20, Township 38 North, Range 12 East of the Third Principal Meridian, as per plat recorded November 16, 1971, as Document No. 22713148. Parcel No. 2: Easement for ingress and egress over Outlot 4 appurtenant to and for the benefit of Parcel No. 1, as set forth in Declaration of Protective Covenants by the Acacia Association, dated June 3, 1971, and recorded June 4, 1971, as Document No. 21500656, and the Second Supplementary Declaration dated June 6, 1972, and recorded September 13, 1972, as Document No. 22048779, and amended by Document recorded February 19, 1975, as No. 23000642, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled therein (which are placed primarily and on a parity with said real estate and not secondarily) (whether single units or centrally controlled), and hereafter therein or thereon used to supply heat, gas, or conditioning, water, light, power, refrigeration windows, floor coverings, major beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand of Joel Cannataro and seal of Jean Cannataro of Mortgagors the day and year first now written.

STATE OF ILLINOIS, )  
I, Ben Geben, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joel Cannataro and Jean Cannataro, his wife, who are personally known to me to be the same person s whose name s are 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.

Given under my hand and Notarial Seal this 10 day of June, 1975.

Ben Geben Notary Public



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from incumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) comply within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer rates, charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the encumbrances, and may purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim therefor, or redeem from any tax sale or foreclosure, free of and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim therefor, or redeem from any tax sale or foreclosure, free of said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection herewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of per annum. Payment of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder by the Mortgagors.

5. The Trustee or the holders of the note, hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, estimate or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim therefor.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the note or in this Trust Deed be immediately due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be incurred or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, realtor's fees, documentary and excise taxes, stamp duty, charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all said abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title. Trustee or holders of the note may deem it to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be necessary or are used in such case for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof on of such decree, provided such application is made in or before the foreclosure sale; (2) the deficiency in case of a sale and deficiency. 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any actual or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under, or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this trust deed shall be construed to mean "notes" when the word "note" is used.

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IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY Chicago Title and Trust Company BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 53333333  
**CHICAGO TITLE AND TRUST COMPANY,**  
 Trustee.  
 By Josephine [Signature]  
 Senior Trust Officer / Asst. Sec'y / Asst. Vice Pres.

Chicago Title & Trust Co.  
 MAIL TO: 111 W. Washington  
 Chicago, Ill. 9-979  
 Attn: Lavena Norris  
 PLACE IN RECORDER'S OFFICE BOX NUMBER 533

FOR RECORDER'S INDEX PURPOSES  
 INSERT STREET ADDRESS OF ABOVE  
 DESCRIBED PROPERTY HERE  
23 Sweetwood Court  
Indianhead Park, Ill.

END OF RECORDED DOCUMENT