

UNOFFICIAL COPY

TRUST DEED--Insurance and Receiver

23-314-919

This Indenture, WITNESSETH, That the Grantor S. DOMINIC E. LISUZZO and GLORIA LISUZZO, his wife

of the Village Melrose
Park County of Cook and State of Illinois for and in
consideration of the sum of THIRTEEN THOUSAND AND NO/100 DOLLARS,
in and paid, CONVEY and WARRANT to THOMAS F. BOLGER Trustee
of the City of McHenry County of McHenry
and State of Illinois

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon including all heating, 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 McHenry, in the State of Illinois, to wit:

Lots 11 and 12 (except the East 82 feet thereof) in Block 109 in Melrose, A Subdivision of Lots 3, 4 and 5 in the Subdivision of the South 1/2 of Section 3 and all of Section 10 lying North of Chicago and Northwestern Railroad all in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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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. DOMINIC E. LISUZZO and GLORIA LISUZZO, his wife

justly indebted upon one principal promissory Note, bearing even date herewith, payable to the order of Bearer in the principal sum of Thirteen Thousand and no/100 Dollars (\$13,000.00) due with interest thereon at the rate of nine per cent per annum payable monthly. Grantors herein agree to pay the sum of \$300.00 or more on the said principal note on the 15th day of each and every month, beginning with May 15, 1976 until principal note and interest thereon is paid in full, said payment to include the monthly interest due.

Principal and interest payable

at McHenry State Bank

or such other place as the legal holder hereof may from time to time in a writing appoint.

THE GRANTOR S. covenant and agree as follows: [1] to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; [2] to pay prior to the time the same become due under the law all taxes, general or special, and 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 and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; [6] to keep the said property tenantable and in good repair; and [7] not to suffer any mechanics' or other lien to attach to said premises; In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said premises in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys 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.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of foreclosure said abstract shall become the property of the purchaser at 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 such 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 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 an abstract of title showing the whole title to said premises embracing foreclosure decrees--shall be paid by the grantor; 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 grantor; that 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 fees, expenses and disbursements, and the costs 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

LATER DATE 64-68-987

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filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complaint, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, 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 commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.

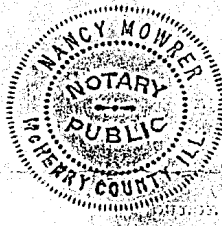
IN THE EVENT of the death, inability, removal or absence from said McHenry County of the grantee, or of his refusal or failure to act, then Edwin J. Becker, Jr. of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County, is hereby appointed to be second successor in the trust. And when all the aforesaid covenants and agreements are performed, the trustee, 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 14th day of November A. D. 19 75

[SEAL] Dominic E. Lisuzzo [SEAL]
DOMINIC E. LISUZZO [SEAL]

[SEAL] Gloria Lisuzzo [SEAL]
GLORIA LISUZZO [SEAL]

STATE OF Illinois)
COUNTY OF McHenry) ss. I, the undersigned



a Notary Public in and for, and residing in said County, in the State aforesaid Do hereby Certify, that DOMINIC E. LISUZZO and GLORIA LISUZZO, his wife

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 sign it, 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 14th

This Instrument prepared by: November A. D. 19 75
McHenry State Bank
2510 W. Elm Street
McHenry, Illinois
Linda M. Wigman
My Commission expires 1-25 1978

Nancy Mowrer
Notary Public
McHenry, IL

Document No. _____ filed for record in Recorder's Office of McHenry County, Illinois
A. D. 1975, at _____ o'clock M.

5M SP COCK COUNTY FILED
Sidney R. Plow
Dec 5 12 49 PM '75 *23314919

Doc. No. **BOX 533**

Trust Deed

From _____ To _____

McHENRY COUNTY, ILLINOIS
RECORDER'S OFFICE

WILLERT H. RUSSEL
Recorder

*Mrs. E. McHenry State Bk
3570 W. Elm St
McHenry, Ill.*

END OF RECORDED DOCUMENT