

UNOFFICIAL COPY

TRUST DEED

24 359 451

THIS INDENTURE, Witnesseth, that the following named Grantors, Carmine Naccarato and Elizabeth Naccarato, his wife for and in consideration of the sum of Ten Thousand and 00/100 Dollars in hand paid, CONVEYS AND WARRANTS to Thomas E. Loftus, Trustee

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 City of Berwyn County of Cook and State of Illinois, to-wit:

THE SOUTH 22 1/2 FEET OF LOT 12 AND THE NORTH 15 FEET OF LOT 13 IN BLOCK 5 IN GROH AND CHRISTIAN'S SECOND SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 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 performance of the covenants and agreements herein.

WHEREAS, The aforesaid Grantor, being justly indebted upon a promissory note bearing even date herewith payable to the order of Westchester Trust and Savings Bank, Westchester, Illinois in the amount of Ten Thousand and 00/100 Dollars, payable with interest thereon at the rate of 8-3/4 per cent per annum from February 13, 1978 until maturity, payable August 7, 1978 and with interest after maturity until paid at the rate of 8-3/4 per cent per annum. This Trust Deed is subject and subordinate to a prior lien to Cragin Savings and Loan Association

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, 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 now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with a clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, shall procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor agrees 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.

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 thereof, 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 of said premises embracing foreclosure decree--shall be paid by the grantor and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness as such, may be a 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 proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of and income from said premises pending such foreclosure proceedings, and agrees 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 grantor or to any party claiming under said grantor appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the

grantee, or of his refusal or failure to act, then Kenneth J. Keating 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 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, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 13th day of February A.D. 1978

The Principal Note mentioned in the within Trust Deed has been identified herewith under Identification No. 4265

Thomas E. Loftus
Trustee

Carmine Naccarato (SEAL)

Carmine Naccarato (SEAL)

Elizabeth Naccarato (SEAL)

Elizabeth Naccarato (SEAL)

24 359 451

THIS INSTRUMENT PREPARED BY:
THOMAS E. LOFTUS
WESTCHESTER TRUST AND SAVINGS BANK
10500 W. CERRILAN ROAD
WESTCHESTER, IL 60153

Office

UNOFFICIAL COPY

RE 1978 MAR 13 AM 10 06
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State of Illinois
County of Cook

ss. MAR 13 1978

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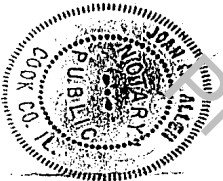
I, Joan M. Allen

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Carmine Naccarato and Elizabeth Naccarato, his wife

personally known to me to be the same person whose name S. ATP 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, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 13th
day of February A. D. 19 78

Joan M. Allen
Notary Public



10.00 MAIL

24359451

WESTCHESTER TRUST AND SAVINGS BANK
10500 WEST CERMAK ROAD
WESTCHESTER, ILLINOIS 60153

END OF RECORDED DOCUMENT