

26498589

This Indenture Witnesseth, That the grantor MARCO A. LEMONCELLO AND NANCY M. LEMONCELLO, HIS WIFE of the Village of Elmwood Park in the County of Cook and State of Illinois for and in consideration of the sum of Thirty Thousand and 00/100 Dollars in hand paid, CONVEY and WARRANT to CAPITOL BANK AND TRUST OF CHICAGO 4801 W. Fullerton Ave., Chicago, Ill City of Chicago Cook of the County of Cook and State of Illinois the following described real estate, to-wit:

The North 46 feet of Lot 8 in Block 23 in Mills and sons Green Fields Subdivision of the East half of the South East quarter and of the South half of the North West quarter of the South East quarter and of the South half of the North West quarter of the North East quarter and of the South half of the South East quarter of the Northwest quarter of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

situated in the Village Elmwood Park of Cook County and State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purposes:

Whereas, The said Marco A. Lemoncello and Nancy M. Lemoncello, his wife herein are justly indebted upon their Promissory note bearing even date herewith, payable to the order of CAPITOL BANK AND TRUST OF CHICAGO, 4801 W. Fullerton Ave. Chicago, Illinois 60639. The principal amount of \$30,000.00 plus accrued interest from the date of the Note.

Not, If default be made in the payment of the said their Promissory Note or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste, or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in such cases the whole of said principal sum and interest, secured by the said their Promissory Note shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note or either of them, it shall be lawful for the said grantor, or his successor in trust, to either into and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file a bill or bills in any court having jurisdiction thereof against the said party of the first part, their heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purposes herein specified, by said party of the second part, as such trustee or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust, and reasonable Dollars attorney's and solicitor's fees, and also all other expenses of this trust, including all moneys advanced for insurance, taxes and other liens or assessments, with interest thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof or the option of the legal holder thereof, and all interest due thereon, rendering the overplus, if any, unto the said party of the first part, their legal representatives or assigns, on reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereof, to foreclose this Trust Deed, such court may at once upon application therefor, appoint CAPITOL BANK AND TRUST OF CHICAGO suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said Receiver shall have the full power of receiver, and such other power in the premises as to said Court shall seem proper.

And Said first party hereby agrees, that he will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for an amount that exceeds the amount of said indebtedness, as said second party, or the holder of said note may from time to time direct, and will properly assign such policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part thus to insure, or assign the policies of insurance, or to pay taxes as aforesaid, said party of the second part or his successor in trust, or the holder of said note may procure such insurance, or pay such taxes; and all moneys thus paid, with interest thereon at seven per cent per annum, shall be and become so much additional indebtedness, secured to be paid by this Trust Deed.

When the said note and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successor or legal representatives shall re-convey all of said premises remaining unsold to the said grantor or their heirs or assigns, upon receiving his reasonable charges therefor. In case of the death, resignation, removal from said Cook County, or other inability to act of said grantee then Capitol Bank and Trust of Chicago

of said Cook County is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantee. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantee or the holder or holders of said note in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note, and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness, The hand and seal of the said grantor, this 26th day of January A.D. 83

(X) [Signature] (SEAL)
(X) [Signature] (SEAL)

26498589

Property of Cook County Clerk's Office

1983 FEB 7 PM 2 41

State of Illinois } ss. FEB-7-83 703636 26498589 - REC 10.00
County of Cook } Sheldon Bernstein, A Notary

in and for said County, in the State aforesaid, Do Hereby Certify, That Marco A. Lemoncello and Nancy M. Lemoncello, his wife

personally known to me to be the same persons whose names 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 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 Notary seal, this 26th day of January 83

Sheldon Bernstein
NOTARY PUBLIC
ILLINOIS

Property of Cook County Clerk's Office

26 498 589

TRUST DEED

STATUTORY FORM
With Clause for Receiver and Insurance

Marco A. Lemoncello
Nancy M. Lemoncello

1727 North 73rd Ave.
Elmwood Park, Illinois

TO

CAPITOL BANK AND TRUST
OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639

Prepared by: Marge Campanella

MAIL TO:

CAPITOL BANK & TRUST
OF CHICAGO
4801 W. Fullerton Ave.
Chicago, Illinois 60639

END OF RECORDED DOCUMENT