

# UNOFFICIAL COPY

53-34607-00

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This Indenture, Made this 3rd day of June A.D. 19 85 BETWEEN  
HELEN M. VACCO, a widow

of the City of Chicago County of Cook State of Illinois  
party of the first part, and

## HERITAGE STANDARD BANK & TRUST COMPANY

an Illinois corporation, having its principal office in the Village of Evergreen Park, County of Cook and State of Illinois, as TRUSTEE, party of the second part, Witnesseth:

**That Whereas,** the said grantor HELEN M. VACCO, a widow

justly indebted upon her principal promissory note of even date herewith, payable to the order of Bearer and delivered for the principal sum of THIRTY FOUR THOUSAND FOUR HUNDRED FORTY SEVEN AND 20/100 (\$34,447.20) DOLLARS, payable in One Hundred Twenty (120) equal monthly installments of TWO HUNDRED EIGHTY SEVEN AND 06/100 (\$287.06) DOLLARS, the first such payment to be due and payable on the THIRTIETH (30th) day of June, 1985, and a like amount on the THIRTIETH (30th) day of each month thereafter until the total amount due is fully paid.

after date, with interest on said principal note at the rate of per cent, per annum, payable semi-annually, as evidenced by interest note, of even date herewith, due on the day of and of in each year, until maturity

of said principal note, both principal and interest being payable in lawful money of the United States of America, at such banking house in the Village of Evergreen Park, Illinois, as the legal holder of said principal indebtedness may from time to time in writing appoint, and in default of such appointment, then at the office of Heritage Standard Bank and Trust Company, in said Village of Evergreen Park. Both principal and interest notes bear interest after maturity at the highest rate for which it is now in such case lawful to contract.

Now Therefore, the said party of the first part, for the purpose of securing the payment of the said principal sum of money and said interest, according to the true intent and meaning of said principal note and of said interest notes, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do by these presents, Convey and Warrant unto said party of the second part the following described real estate, with the improvements thereon and the rents, issues, and profits thereof, and all lifting, heating, lighting and plumbing apparatus and all other fixtures now or that may be hereafter attached to said premises, and everything appurtenant thereto, situated in the County of Cook in the State of Illinois, to-wit:  
Lots forty-two (42) and forty-three (43) in Block two (2) in Weyburn's Subdivision of Block six (6) in Mahan's Subdivision of the South half (S $\frac{1}{2}$ ) of the North West quarter (NW $\frac{1}{4}$ ) of Section thirteen (13), Township thirty-eight (38) North, Range thirteen (13), East of the Third Principal Meridian.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

To Have and to Hold the above described premises, with the appurtenances and fixtures unto the said party of the second part, its successors and assigns forever, for the uses and purposes and upon the trusts herein set forth.

And the said grantor covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay prior to the first day of July in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises; to keep any and all buildings thereon in good repair; to keep all buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lightning, by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as its interest may appear, to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of the said grantor so to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to pay any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material man, or other claim attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

In the Event of a Breach of any one of the aforesaid covenants or agreements, or in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

It is Further Agreed by the grantor that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or of any part thereof for the said Trustee for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documents, paid or incurred in behalf of the 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 decree—shall be paid by the grantor ;

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that the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit 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 filing of any bill to foreclose this trust deed, the court in which said 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 during the pendency of such foreclosure suit and until the time to redeem the same for any sale thereunder shall expire.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving its reasonable charges thereon.

Witness the hand and seal of the grantor this 3rd day of June A.D. 1985

Helen Vacco (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)  
(SEAL)

State of ILLINOIS }  
County of COOK } ss.

21 401 55 NY 61

I, ROSALD WANDELWALKER  
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that  
HELEN M. VACCO, a widow

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her 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 7th day of JUNE, A. D. 1985

Rosalind Wendelwalker  
Notary Public

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 6510

By: Pamela Bergman  
Pamela L. Bergman, Asst. Secretary

JUN-19-85 3 2 6 3 3 • 85065686 • A — Rec

11-85-065686

Return to Box No. 966

## TRUST DEED

To  
HERITAGE STANDARD BANK  
& TRUST COMPANY

Trustee

Trust No. \_\_\_\_\_  
Loan No. \_\_\_\_\_  
\$ \_\_\_\_\_ years at \_\_\_\_\_ %  
Date \_\_\_\_\_ 19\_\_\_\_

### RECORDER'S CERTIFICATE



HERITAGE STANDARD BANK & TRUST CO.  
2400 West 95th Street  
Evergreen Park, Illinois 60642

11 18 1985