

This Indenture WITNESSETH, That the GrantorS,

85317797

KENNETH FARY and MARY V. FARY, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Twelve Thousand and no/100 (\$12,000.00) Dollars

in hand paid, CONVEY and WARRANT to CAROLINE FERFETSKI

of the Village of Schaumburg County of Cook 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

State of Illinois to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

(and commonly known as Unit 3D, 7532 W. Belmont Ave., Chicago, IL 60634)

Permanent Index Number: 12-24-424-037-1014 pp.

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 Grantor s, KENNETH FARY and MARY V. FARY, his wife, justly indebted upon their principal promissory note bearing even date herewith in the sum of

Twelve Thousand and no/100 (\$ 12,000.00) payable in monthly installments of \$260.91 for principal and interest commencing January 19, 1986 and the 19th day of each month thereafter with the entire principal and interest being due in full on December 19, 1987 at 777 Whalom Lane, Schaumburg, IL 60195 or such other place as the legal holder hereof may from time to time appoint.

At the option of the holders of the trust deed and obligation hereby secured, and without notice to the Mortgagor, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable immediately upon conveyance by the Mortgagor of title or execution by the Mortgagor of agreement to convey title to all of any portion of the premises.

THE GRANTOR 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 that penalty will attach 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 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 tenurable and in good repair, and (7) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure so to insure, to pay taxes or assessments, or to keep the property in good repair, or to protect mechanic's or other liens attaching to said premises the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the said premises in a tenurable 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 twelve 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 twelve 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 decree, 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 waive 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, a Receiver shall upon motion of Solicitor for complainant, 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 necessary 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, mechanic's or other liens or titles, or the necessity for repairs, in advancing money as hereinbefore provided.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then EUGENE F. FERFETSKI 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 this 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 and seal of the grantor this 21st day of November A. D. 1985

Kenneth Fary (Kenneth Fary)

[SEAL] [SEAL]

Mary V. Fary (Mary V. Fary)

[SEAL] [SEAL]

85317797

UNOFFICIAL COPY

TRUST DEED

No. _____

TO _____

STATE OF _____

SS. No. _____

County _____

This instrument was filed for record in the Recorder's Office of _____ County aforesaid, on the _____ day of _____ 19 _____ at _____ o'clock _____ M. and recorded in Book _____ on Page _____

RECORDED

Perfection Legal Forms & Printing Co., Rockford, Ill.

Property of Cook County Clerk's Office



THOMAS C. EDELL
Attorney at Law
63 Douglas Avenue
Eglin, IL 60120

THIS INSTRUMENT PREPARED BY AND RETURN TO:

My Commission Expires _____
My Commission Expires June 13, 1984

day of _____ A. D. 19 85
set forth, including the release and waiver of the right of homestead
GIVEN under my hand and notarial seal, this _____ day of _____
free and voluntary act for the uses and purposes therein
their

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 ac-
knowledgeed that they signed, seal and delivered the said instrument as

DO HEREBY CERTIFY, that _____ FARY, his wife,
KENNETH FARY and MARY V.

in and for, and residing in said County, in the State aforesaid
I, _____
Notary Public

STATE OF ILLINOIS
County of COOK

65317797

1277

5-1-2003

Property of Cook County Clerk

85317797

Unit Number 3-'D', as delineated on survey of the following described parcel of real estate (hereinafter referred to as Development Parcel):

Lots 14, 15, 16 and 17 in Block 6 in H.O. Stone and Company's Second Addition to Belmont Terrace, being a subdivision of Lot 6 in Assessor's Division of the East half of Section 24, Township 40 North, Range 12 East of the Third Principal Meridian, which plat of survey is attached as Exhibit 'A' to the Declaration of Condominium made by the Cosmopolitan National Bank of Chicago, a corporation of Illinois, as Trustee under Trust Agreement dated October 5, 1972 known as Trust No. 20387 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document 22654406; together with an undivided 7.416 per cent interest in said Development Parcel (excepting from said Development Parcel the property and space comprising all the units thereof as described in and delineated on said Declaration and Survey), all in Cook County, Illinois.

LEGAL DESCRIPTION

UNOFFICIAL COPY

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SEP 18 2009