

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

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TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor, Nicolo F. Spatafora and Joan Spatafora, married to each other

of Northbrook in the County of Cook State of Illinois for and in consideration of the sum of \$ 40,000.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

in hand paid, CONVEY S and WARRANT S TO Bank of Northfield

of Northfield in the County of Cook in the State of Illinois and to his Successors in Trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, lighting, 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 Cook and State of Illinois, to-wit:

Lot Twenty-five (25) in Greenbriar Highlands Subdivision in the South West Quarter (1/4) of Section 9 Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on October 22, 1956 as Document Number 1702883

PERM TAX ID 04-09-303-023

ADDRESS: 1400 Wescott Northbrook, Illinois 60062

11.00

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, Nicolo F. Spatafora and Joan Spatafora, married to each other justly indebted upon their Promissory Note in the principal amount of Forty thousand and no/100 bearing even date herewith, payable to the order of Bank of Northfield

in 59 monthly payments of \$500.00 and a final payment of \$24,367.78

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon as herein provided, and according to the tenor and effect of said note or according to any agreement extending time of payment; (2) to pay all taxes and assessments against said premises when and as the same become due and payable 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, windstorm and such other hazards in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written as to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanic or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantor or holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises; 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.

Evidence of title of the within described property shall be left with the trustee until all said note is paid, and in case of foreclosure said abstract shall become the property of the purchaser of 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 said 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 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 to said premises embracing foreclosure decree—shall be paid by the grantor; and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantor, or any holder of any part of said indebtedness, as such may be the 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 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 expense and disbursements, and the cost 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 agrees that upon the filing of any bill to foreclose this Trust Deed, a receiver shall and may at once be appointed to take possession and charge of said premises, and collect such income and the same, less receiver's expenses, including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered in such foreclosure proceedings, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, in the person entitled to the Master's Deed under the certificate of sale.

Mail To: Bk. of Northfield 400 Central, Northfield IL 60093

BOX 333-WJ

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UNOFFICIAL COPY

TRUST DEED

TO

Trustee

DOCUMENT NO.

MAIL TO

Form 82-252 Bankforms, Inc.

Property of Cook County Clerk's Office

86489291

personally known to me to be the same person, ATC, whose name ATC appeared before me this day in person, and acknowledged that the foregoing instrument, appended hereto, including the release and waiver of the right of homestead, free and voluntary ATC signed and delivered the said instrument as ATC for the use and purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 7th day of October, A. D. 19 86

Joan Spataro
My Commission Expires Jan. 20, 1988
Notary Public

Principal not identified by:

Trustee,

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 Bank of Northfield of said County, is hereby appointed to be the acting Recorder of Deeds of said DuPage 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 thereto on receiving his reasonable charges.

WITNESS the hand ATC and seal ATC of the grantor ATC this 7th day of October, A. D. 19 86

Nicola F. Spataro (SEAL)
Joan Spataro (SEAL)

STATE OF ILLINOIS COUNTY COOK

I, Marilyn Governille a Notary Public in and for and residing in and County, in the said State aforesaid, DO HEREBY CERTIFY THAT Nicola F. Spataro & Joan Spataro