

This Indenture, WITNESSETH, That the Grantor IRENE PATITUCCI

of the City of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of Five Thousand Eight Hundred and no/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago, 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago, County of Cook, and State of Illinois, to-wit: Lot 14 in Block 3 in McMahon's Subdivision of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 162 South Fairfield, Chicago, Illinois.

Permanent Tax No. 16-24-408-014

Heroby 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 IRENE PATITUCCI

justly indebted upon her one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 441.04 each until paid in full, which retail installment contract has been assigned by STONE CONSTRUCTION CO. to Northwest National Bank of Chicago.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in full 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 (3) to pay to said premises shall not be committed or suffered; (4) 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 loss clause attached, 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; (5) 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 grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any first lien or title affecting said premises or any 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 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 proceedings, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, or executing foreclosure decree shall be paid by the grantor, and 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. 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, waives 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 the 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 grantor, or of his refusal or failure to act, then THOMAS R. WOOD, Ronald D. Wood 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 17th day of July A. D. 1986

X Irene Patitucci (SEAL) (SEAL) (SEAL) (SEAL)

86372551

UNOFFICIAL COPY

Box No. 246

Trust Book

IRENE PATTUCCI

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO
3985 MILLWAUKEE AVE. CHICAGO, IL 60641
312/777-7700

11.00

86372551

DEPT-01 RECORDING \$11.00
T#3333 TRAN 5884 08/25/86 09:26:09
#9847 # A * -86-372551
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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T#3333 TRAN 5884 08/25/86 09:26:09
#9847 # A * -86-372551
COOK COUNTY RECORDER

MY COMMISSION EXPIRES 11/1/87

Notary Public

Robert E. Nowicki

day of July A. D. 1986

Given under my hand and Notarial Seal, this

17th day of July, 1986, at Chicago, Cook County, Illinois, the following

personally known to me to be the same person, whose name is

IRENE PATTUCCI, appeared before me this day in person, and acknowledged that she

is the same person, whose name is IRENE PATTUCCI, and delivered the said instrument

to me for recording, and that she intended to execute the same for the purposes and

expressed in the instrument, and that she intended to execute the same for the purposes and

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