

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor JOSEPH MARINO AND HILDA V. MARINO, his wife

DEPT-01 RECORDING. 112.25 142222 TRAM 0415 08/26/86 15:27:00 27188 2 P * 86-376654 COOK COUNTY RECORDER

of Chicago In the County of Cook State of Illinois for and in consideration of the sum of \$13,000.00

THE ABOVE SPACE FOR RECORDER'S USE ONLY

In hand paid, CONVEY and WARRANT TO MICHAEL R. JARRELL, Trustee

of Naperville In the County of DuPage 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 18 in Block 6 in Krenn and Dato's Crawford and Peterson Addition to North Edgewater, a Subdivision of the Northeast Fractional 1/4 (Except the North 42 Rods thereof) and Fractional Southeast 1/4 of Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, lying North of Indian Boundary Line (Except from above described tract of land that part thereof that lies South of a line that is 100 feet North of and parallel to South line of Peterson Avenue extended West) (also except right of way of Chicago and Northwestern Railroad Company), in Cook County, Illinois.

Permanent Index Number 13-03-211-015

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 Joseph Marino and Hilda V. Marino, his wife

justly indebted upon Promissory Note in the principal amount of THIRTEEN THOUSAND AND NO/100 DOLLARS WASHINGTON BANK AND TRUST COMPANY OF NAPERVILLE, ILLINOIS bearing even date herewith, payable to the order of

The sum of Thirteen Thousand and No/100 Dollars (\$13,000.00) at the rate of Prime + 2.00% Full Float in Initial Installments of One Hundred Seventy Two and 17/100 Dollars (\$172.17), beginning September 15, 1986, with a delinquency charge on each installment in default for ten (10) days in an amount equal to five percent (5%) of such installment, until said note is fully paid. The foregoing rate of interest to be charged pursuant hereto shall fluctuate from time to time hereafter concurrently with and in an amount equal to each increase or decrease in the Prime Rate. See attached Rider.

THE GRANTOR 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 such 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, or to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanics 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 title affecting said premises; and all money so paid, the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment at 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 title 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 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 agree that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, 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, to the person entitled to the Master's Deed under the certificate of sale.

12.00

MAIL

TRUA 5118565

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UNOFFICIAL COPY

TRUST DEED

TO

Trustee

DOCUMENT NO.

MAIL TO



WASHINGTON BANK & TRUST COMPANY
WASHINGTON & CARTNER ROAD BOX 355
MAPERVILLE, ILLINOIS 60566

Stock Form 650-A DuPage County

Property of Cook County Clerk's Office

6205 Killbuck
Chicago, IL
60640

Trustee

MICHAEL R. JARRELL

Michael R. Jarrell
Principal note identified by

My Commission expires 11/31/90
Notary Public

Michael R. Jarrell

GIVEN under my hand and Notarial seal this 9th day of August A. D. 19 86
I, the Y signed, sealed and delivered the said instrument as their free and voluntary act for the use and purpose therein set forth, including the release and waiver of the right of homestead.
personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

I, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY THAT Joseph Marino and Hilda V. Marino

STATE OF ILLINOIS
DU PAGE COUNTY

SEAL) HILDA V. MARINO
SEAL) JOSEPH MARINO
A. D. 19 86

WITNESS the hand and seal of the grantor and seal of the grantee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges. County of the grantee, or at his refusal or failure to act, then, Glen F. Marino, 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 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.

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RIDER

At Two percent (2.00%) above the prime rate of interest announced or published publicly from time to time by EXCHANGE NATIONAL BANK OF CHICAGO, ILLINOIS as its prime or equivalent rate of interest (such publicly announced or published rate of interest referred to herein as the "Prime Rate") which Prime Rate, at the date hereof is Eight percent (8.00%).

The foregoing rate of interest to be charged pursuant hereto shall fluctuate from time to time hereafter concurrently with and in an amount equal to each increase or decrease in the Prime Rate or Discount Rate, as the case may be. The bank is not obligated to give notice of such fluctuations.

WASHINGTON BANK AND TRUST COMPANY

BY: *John F. Marino*

ITS *Co-Chairman of the Board*

Joseph Marino

JOSEPH MARINO

Hilda V. Marino

HILDA V. MARINO

86376654

Mail
WASHINGTON BANK & TRUST COMPANY
WASHINGTON & GARDNER ROAD BOX 335
NAPERVILLE, ILLINOIS 60566

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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE
JAN 10 2008 10:00 AM
CLERK'S OFFICE