

UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantors ANTHONY COMMARARE, JR. AND JANE P. COMMARARE, HIS WIFE

of the Village of Schaumburg County of Cook and State of Illinois 88292872

for and in consideration of the sum of FOUR THOUSAND AND NO/100 Dollars in hand paid, CONVEY AND WARRANT to ROBERT E. NOWICKI, 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Schaumburg County of Cook and State of Illinois, to-wit:

Lot 68 1/2 in Strathmore, Schaumburg, Unit Number 8, being a Subdivision of parts of Sections 17 and 20, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 5, 1971, as Document Number 21469629 in Cook County, Illinois.

Prop. address: 233 Covington, Schaumburg, IL 60194
P.I.N. 07-20-206-011

VILLAGE OF SCHAUMBURG
DEPT. OF RECORDS AND CLERK
ESTATE
SPEER, TAX
#1858
6/27/88
C. J. [Signature]

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 Grantors ANTHONY COMMARARE, JR. AND JANE P. COMMARARE, HIS WIFE

justly indebted upon THEIR one principal promissory note bearing even date herewith, payable to LA SALLE NORTHWEST NATIONAL BANK.

payable in 36 successive monthly instalments each of \$134.79 due on the note commencing on the 23rd day of JULY 1988, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

88292872

THE GRANTORS covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement respecting time of payment; 2. To pay prior to the 15th day of each year all taxes and assessments against said premises, and to demand to exhibit receipts therefor; 3. Within sixty days after destruction or damage to or removal or 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 now or at any time on said premises insured in companies to be named 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, payable first 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; 6. To pay all prior mortgages and the interest thereon, at the time or times when the same shall become due and payable; 7. In the event of failure to insure, or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay any prior mortgages and the interest thereon from time to time, and a number to pay the grantor, agree to repay immediately, without demand, and the same with interest at the rate from the date of payment at seven per cent per annum, shall be forth additional indebtedness secured hereby; 8. In the event of a breach of any of the all-read covenants or agreements the whole of said indebtedness, including principal, and all interest accrued shall, at the option of the 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 suit at law or both, the name of all of said indebtedness and then mentioned to express terms; 9. 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 attorney fees, charges for documentary evidence, stenographer's charges, cost of preparing or comparing abstract showing the whole title of said premises, including foreclosure decree -- shall be paid by the grantor; and the same expenses and disbursements occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall be paid by the grantor; 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decretal that may be rendered in such foreclosure proceedings, which proceedings, whether decreed or otherwise, shall not be deemed to have been entered or not, shall not be deemed to have been given, until all such expenses and disbursements, and the costs of suit, including court costs, have been paid; 11. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, shall and shall be bound to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any suit to foreclose this Trust Deed, the court in which such suit 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 of 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 Richard Wood DENNIS TONGE of said County is hereby appointed to be first successor in this trust, and if he any like cause said first successor fail to 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 grantor 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 23rd day of JUNE A. D. 1988

Anthony Commarare, Jr.
Jane P. Commarare

SEAL
SEAL
SEAL
SEAL

Trust Deed

ANTHONY COMPARARE, JR.

AND JANE P. COMPARARE, HIS WIFE

TO

ROBERT E. NOWICKI, Trustee

THIS INSTRUMENT WAS PREPARED BY:
DENNIS TONGE

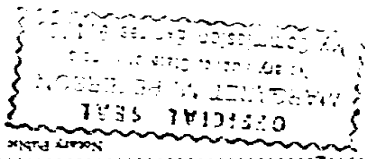
LA SALLE NORTHWEST NATIONAL BANK OF CHICAGO
3985 MILWAUKEE AVE CHICAGO, IL 60641
312/777 7100

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Property of Cook County Clerk's Office

DEPT-91 RECORDING \$12.00
TRAN 9029 07/05/88 09:41:00
#1985 # B # 88-272872
COOK COUNTY RECORDER



I, the undersigned, _____
A. D. 1988

under my hand and Notarial Seal, this 23rd day of JUNE
personally known to me to be the same person S. whose names _____
are _____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he, she, Y signed, sealed and delivered the said instrument
as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook }
ss.

88292872