

UNOFFICIAL COPY 90020613

THIS INDENTURE, WITNESSETH, That CHICAGO TITLE AND TRUST COMPANY, As Successor Trustee to THE FIRST SUBURBAN BANK OF OLYMPIA FIELDS, under a trust agreement dated June 4, 1985, and known as Trust #85-273, of Chicago, Illinois (State)

for and in consideration of the sum of Fifty Five Thousand and 00/100 Dollars in hand paid, CONVEY to ROBERT J. SANTOSTEFANO of 1411 Woodhollow Lane Flossmoor 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, air-conditioning, 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 South Holland County of Cook and State of Illinois, to-wit:

LOT 82 IN HUGUELET'S SIXTH ADDITION TO SOUTH HOLLAND, BEING THE RESUBDIVISION OF PART OF THE EAST 3/4 OF LOT 1 (IN SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN), WHICH LIES SOUTH OF THE CENTER LINE OF THE LITTLE CALUMET RIVER AND NORTH OF THE NORTH LINE OF HUGUELET'S FIFTH ADDITION TO SOUTH HOLLAND, IN COOK COUNTY, ILLINOIS.

29-27-306-022 FPO 90020613

16730 Merrill, South Holland, IL 60473

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 CHICAGO TITLE AND TRUST COMPANY, As Successor Trustee as aforesaid justly indebted upon one principal promissory note bearing even date herewith, payable as therein provided.

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 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 acceptably to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondarily to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) 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 so 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 tax lien or title affecting said premises or pay 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 eight 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 or 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 eight per cent per annum, shall be recoverable by foreclosure thereof, in any court of law, or both, the same as if all of said indebtedness had then matured by its terms.

It is Agreed by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of an application to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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. As Successor Trustee to the 1st

The name of a record keeper is: CHICAGO TITLE AND TRUST COMPANY, Sub. Bank of Olympia Fields Cook County of the grantee, or of his resignation,

refusal or failure to act, then Anthony G. Catullo of said County is hereby appointed to be first successor in 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 fifteenth day of December, 1989

SEE REVERSE SIDE (SEAL)

(SEAL)

This instrument was prepared by Anthony G. Catullo, 17450 S. Halsted St., Homewood, IL 60430 (NAME AND ADDRESS)

UNOFFICIAL COPY

Attached expiration rider is incorporated herein

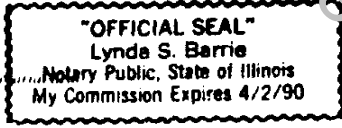
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused this presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Corporate Seal **L.T.# 85-273**

By [Signature] ASSISTANT VICE-PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS, SS I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 7 day of JAN 12 1994
[Signature]
Notary Public

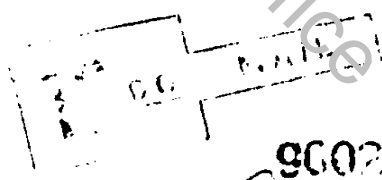
NI-86 1

Notary Public

Commission Expires _____

90020613

DEPT-01 413.25
7:1111 TRAN 5200 01/12/90 13:13:00
#1551 # * -90-020613
COOK COUNTY RECORDER



90020613

Anthony G. Catallo
1745 S HAISTED
HOMERWOOD, ILL
60430

GEORGE E. COLE
LEGAL FORMS

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____