

TRUST DEED

THIS INDENTURE WITNESSETH: That the Grantor(s) James Culotta and Donna J. Culotta, his wife (J)

of the City of Chicago in the County of Cook in the State of Illinois for and in consideration of the sum of \$ 15,000.00

in hand paid, CONVEY and WARRANT to VILLA PARK TRUST & SAVINGS BANK, an Illinois Banking Corporation of Villa Park in the County of DuPage in the State of Illinois as Trustee, and its 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, air conditioning, water, power, 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 DuPage and State of Illinois, to-wit:

Lot 2 in Block 5 in Sawiak and Company's First Addition to Addison Heights, a Subdivision of Part of Lot 2 in Assessor's Division of the East half of Fractional section 24, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 12-24-225-013

DEPT-01 RECORDING 615.00
T#5555 TRAM 1572 04/18/90 14:51.00
#2657 # E * -90-176143
COOK COUNTY RECORDER

...for the property commonly known as: 3642 N. Oleander, Chicago, Illinois 60634

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(s) James Culotta and Donna J. Culotta

justly indebted upon their principal Promissory Note 601-51 bearing even date herewith, payable to the order of VILLA PARK TRUST & SAVINGS BANK, the principal sum of \$ 15,000.00 payable in installments as follows: 84.01 on the 4th day of May to 90 and 484.01 or more on the 4th day of each and every month thereafter until said sum is fully paid. Each monthly installment shall be applied first on interest and then on principal.

together with all subsequent renewals, substitutions, replacements and additions.

"This instrument was prepared by Nancy Pape who is a typist for Villa Park Trust & Savings Bank, 10 S. Villa Avenue, Villa Park, Illinois."

THE GRANTOR(s) 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 on any lots 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 mechanics or other lien to attach to said premises. In the event of failure so to insure, or pay taxes or assessments, the grantee 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(s) agree 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 such additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until said note or notes are paid in full and in case of foreclosure said evidence of 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 eight 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(s) 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 compiling abstract showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor(s) or any holder of any part of said indebtedness, as such may be the party, shall also be paid by the grantor(s). 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 expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor(s) waive 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 be appointed to take possession and charge of said premises, and collect such taxes and the same, less recovery of 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.

90176143

THIS IS COOK COUNTY CLERK'S OFFICE 90176143

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UNOFFICIAL COPY

VPT88B 5/88 500

Deliver
or
Mail To

VILLA PARK TRUST & SAVINGS BANK
P.O. Box 10
10 South Villa Avenue
Villa Park, Illinois 60181

MAIL TO

Street address of property described herein:
3642 N. Oleander
Chicago, Illinois 60634

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 601-51-33951

VILLA PARK TRUST & SAVINGS BANK, as Trustee
By

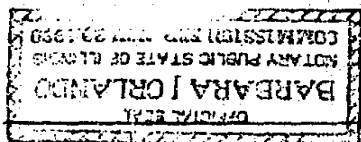
Authorized Officer

STATE OF ILLINOIS }
COUNTY OF DU PAGE }

2. _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ and _____, respectively, of said corporation are personally known to me to be each respectively of- ficers of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and _____, President and _____, Secretary, respectively, of said corporation are personally known to me to be each respectively of- ficers of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19____.

Notary Public



My Commission expires

STATE OF ILLINOIS }
DU PAGE COUNTY }

1. Barbara J. Orlando, a Notary Public in and for said County, in the said State aforesaid, DO HEREBY CERTIFY that James Culotta and Donna J. Culotta are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument in their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 19____.

Notary Public

WITNESSES the hand _____ and _____ of the grantor _____ and _____ of the grantor _____ on this _____ day of _____, A.D. 19____.

James Culotta
Donna J. Culotta

James Culotta
Donna J. Culotta

60192106

IN THE EVENT, for any reason, of failure of the Villa Park Trust & Savings Bank or of its successors or assigns to act as Trustee or Successor Trustee hereunder, the person who shall then be the acting Recorder of Deeds of said Du Page County is hereby appointed to be successor in this trust, when all recorded covenants and agreements are performed the grantor, or his successor in trust, shall release said premises to the party entitled thereto on recovering his reasonable charges.