

SC 275786 (see)

This Indenture, WITNESSETH, That the Grantor s Vincent A. Puccio and Linda T. Puccio, his wife

of the city of Palatine County of Cook and State of Illinois for and in

consideration of the sum of NINETY THOUSAND AND NO/100 DOLLARS, in hand paid, CONVEY and WARRANT to Ormel J. Prust, Trustee of the city of McHenry County of McHenry

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 County of McHenry in the State of Illinois, to wit:

LOT 3 IN BLOCK 7 IN PEPPER TREE FARMS UNIT NO. 1, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED AS PER PLAT DOCUMENT NUMBER 20,484,66P, ALL IN COOK COUNTY, ILLINOIS.

PI # 02-11-12-003
Cedule was brought by 1232 DELMAR DR.
Palatine IL

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 Vincent A. Puccio and Linda T. Puccio, his wife

justly indebted upon one principal promissory Note bearing even date herewith, payable to the order of bearer in the principal sum of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) with interest thereon at the rate of 8.50% per annum, payable bi-weekly. Grantors herein agree to pay the sum of \$443.14 or more on April 6, 1992 and bi-weekly (every 14 days) thereafter until the principal and interest thereon is paid in full. Said payment to include the bi-weekly interest thereon. The payments will consist of 334 payments in the sum of \$443.14 and one final payment of \$55.32, due on February 6, 2005.

No transfer of title or possession of the property herein described will be permitted without the approval of the trustee and the holder of the note secured by this trust deed. Any such transfer will cause the note to become due and payable.

Principal and Interest payable at McHenry State Bank or such other place as the legal holder hereof may from time to time in a writing appoint.

THE GRANTOR covenant and agree as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (2) to pay prior to the time the same become due under the law all taxes, general or special, and 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 and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied to the reduction of said indebtedness; (6) to keep the said property tenantable and in good repair; and (7) not to suffer any mechanics or other lien to attach to said premises. In the event of failure to insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanics or other liens attaching to said premises, the grantor, or the holder of said indebtedness, may procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said premises in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment at 8.50% per annum shall be so much additional indebtedness secured hereby.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of foreclosure said abstract shall become the property of the purchaser at said foreclosure sale.

IN THE EVENT of a breach of any of the afore said 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 such breach at 8.50% 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 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 an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor; that the like expenses and disbursements occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that 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 fees, expenses and disbursements, and the costs of suit, including solicitors' fees, have been paid. The grantor 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

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UNOFFICIAL COPY

Doc. No. _____

Trust deed

From _____

To _____

McHENRY COUNTY, ILLINOIS

RECORDER'S OFFICE

WILLERT H. RUSSEL
Recorder

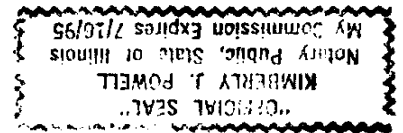
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11:01 AM 2/11/92

Property of County of McHenry, Illinois

Document No. _____ filed for record in Recorder's Office of McHenry County, Illinois, at _____ o'clock _____ M., _____ day of _____ 19____

My Commission expires _____ 19____



_____ day of _____ 19____
Given under my hand and notarial seal, this _____ 20th

free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. _____ signed and delivered the said instrument as their personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ are _____

BARBARA HOLZER
MCHENRY STATE BANK
P.O. BOX 398
MCHENRY, ILLINOIS 60050

No Streetly Verifying, that _____ Vincent A. Puccio and Linda T. Puccio

STATE OF ILLINOIS)
COUNTY OF MCHENRY)
I, _____ the undersigned

Linda T. Puccio (SEAL)

Vincent A. Puccio (SEAL)

March 92

WITNESS the hand and seal of the Grantor this _____ 20th

IN THE EVENT of the death, inability, removal or absence from said _____ McHenry County of the grantee, or of his refusal or failure to act, then _____ Richard A. Lane of said County, is hereby appointed to be the acting Recorder of Deeds of said County, and if for any like cause said first successor fail or refuse to act, _____ County, is hereby appointed to be the acting Recorder of Deeds of said County, and if for any like cause said first successor fail or refuse to act, _____ And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

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