

**UNOFFICIAL COPY**  
**TRUST DEED** 95548293

THIS INDENTURE WITNESSETH: That the Grantor James McNamara and Mary McNamara, his wife

/ Schaumburg  
of 1714 Winthrop, in the County of Cook  
State of Illinois for and in consideration of the  
sum of \$ 2,500.00 (Twenty five hundred and no/100)

in hand paid, CONVEY and WARRANT TO Lisle Lanes, Inc. and Joseph Tannura

of 6122 Elm St., Lisle in the County of DuPage in the State of Ill

and to 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, 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:  
**Cook**

Lot 290 in Wheathers Field UNIT 2 being a subdivision in the Southwest Quarter of section 20, Township 41 North, Range 10, East of the third principal meridian according to the plat thereof, recorded July 6, 1959 as document 17587718 in Cook County, Illinois.

Permanent Real Estate Index Number: 07-20-302-008-0000

Address: 1714 Winthrop Lane  
Schaumburg, Illinois

DEPT-01 RECORDING \$23.50  
T47777 TRAM 7507 08/18/95 11:22:00  
\$3206 \$ SK \*95-548293  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$20.00

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 James McNamara and Mary McNamara, his wife

hasly indebted upon their Promissory Note in the principal amount of (\$2,500.00)

bearing even date herewith, payable to the order of the ~~Bank~~ Lisle Lanes, Inc. and Joseph Tannura

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 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 as to require all payments for loss thereunder to be applied in reduction of said indebtedness; (6) not to suffer any mechanics or other lien to attach to said premises; and (7) not to suffer or permit, without the written permission of the Trustee, or the Successor in Trust being first obtained, a sale, assignment, or transfer of any right, title, or interest in and to said property, or any portion thereof. 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 discharges 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 the same rate as the note secured hereby, 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 paid, and in case of foreclosure said abstract 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 the same rate as the note secured hereby, 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 completing abstract showing the whole title to said premises embracing foreclosure decree shall be paid by the grantor S and the like expenses and disbursement, occasioned by any suit or proceeding herein the grantee 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 expense 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 at once be appointed to take possession or charge of said premises, and collect such income and the same, less receiver's expenses, 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.

95548293

*Handwritten signatures and initials*

# UNOFFICIAL COPY

It is further agreed:

- (1) That all provisions of the Note(s) secured by this Trust Deed are incorporated and adopted into this Trust Deed.
- (2) That upon the payment of all the aforesaid obligations and the payment of \$ 2,500.00 Lisle Lanes, Inc. shall prepare and deliver a release of this Trust Deed. Joseph Tannura

In the event of the refusal or failure or inability of said Lisle Lanes, Inc. and to act, then the then ~~acting~~ first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds in said DuPage County is hereby appointed to be second successor in this trust. Any 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.

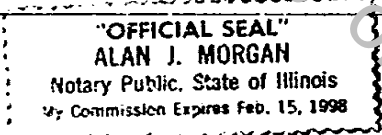
\*\* Karen A Tannura

Witness the hand S and seal S of the grantor S this 15th day of December, A. D. 1994.

[Signature] (SEAL) \_\_\_\_\_ (SEAL)  
[Signature] (SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS  
COUNTY OF DU PAGE

I, Alan J. Morgan, a Notary Public in and for and residing in said County, in the said State aforesaid, DO HEREBY CERTIFY THAT James McNamara and Mary McNamara, his wife



personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, ~~and~~ they acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 14th day of August, A. D. 1995

My Commission Expires:

July 15, 1998

The Primary Installment Note mentioned in the within Trust Deed has been identified here with Identification No. \_\_\_\_\_

BY: \_\_\_\_\_ (Title)

PREPARED BY: ALAN J. MORGAN, KANTER & MATTHEWSON, LTD, 25 E. WASHINGTON ST., SUITE 1400, CHICAGO, IL 60602

PLEASE RECORD AND AFTER RECORDING RETURN TO: ALAN T. MORGAN, KANTER & MATTHEWSON, LTD, 25 E. WASHINGTON ST., SUITE 1400, CHICAGO, IL 60602

95548293

TRUST DEED

TO

Trustee

DOCUMENT NO.

MAIL TO

