

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (Illinois)

THIS INDENTURE WITNESSETH, that: MARY FILIPPELLI
A WIDOW NOW SINCE REMARRIED (hereinafter called
the Grantor), of the City of STREAMWOOD, County
of Cook, State of Illinois for and in consideration
of the sum of FIFTY THOUSAND DOLLARS AND NO/100THS
(\$50,000.00) Dollars, in hand paid, CONVEY AND
WARRANT to: RICHARD BOENZI, SR. 1119 FULTON DRIVE,
STREAMWOOD, IL.

RECORDING FEE \$100.50
1995-17-95-1-118730
95706105 * 95-706105
COOK COUNTY RECORDER

95706105

RECORDER'S STAMP

as Trustee, and to his successors in trust hereinafter named, 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 County of COOK and State of Illinois, to wit:

LOT 62 (EXCEPT THE SOUTH 40.77 FEET THEREOF) AS MEASURED ALONG THE EAST AND WEST LINES THEREOF OF THAT PART DELLAIRE MANOR UNIT NO. 2 BEING A SUBDIVISION IN THAT PART OF EAST 1/2 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 06-27-407-020-0000

Address(es) of premises: 1119 FULTON DRIVE, STREAMWOOD, IL.

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IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon _____ principal promissory note bearing even date herewith, payable

PAYABLE UPON THE SALE OF 1119 FULTON DRIVE, STREAMWOOD, IL. TO RICHARD BOENZI SR. SHOULD HE NOT SURVIVE, THEN TO DEBORAH MURPHY, AS TRUSTEE FOR THE FOLLOWING CHILDREN IN EQUAL SHARES:

- 1. JEROME MURPHY; 2. NICOLE MURPHY; 3. JACQUELINE MURPHY; 4. ERICA MURPHY; 5. LAUREN MURPHY

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said note or note 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 remises 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 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.
IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances of 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 _____ 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 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 _____ per cent per annum, shall be recoverable by foreclosure thereof, 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 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, costs 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 of 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 taxes 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 any complaint 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 rents, issues and profits of the said premises.

The name of a record owner is: RICHARD BOENZI, SR.

IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then DEBORAH MURPHY of said County is hereby appointed to be first successor in this 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 of 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.
This trust deed is subject to INSTALLMENT NOTE IN THE AMOUNT OF \$50,000.00

Witness the hand _____ and seal _____ of the Grantor this 16th day of Oct., 1995.

MARY FILIPPELLI (SEAL)

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STATE OF ILLINOIS)
County of Cook) ss

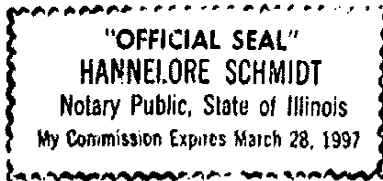
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARI FILIPPELLI personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed, sealed and delivered the said instrument as HER 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 16th day of Oct, 1995.

Hannelore Schmidt

Notary Public

My commission expires on _____, 19____.



IMPRESS SEAL HERE

PREPARED BY: ANTHONY N. PANZICA, ESQ., 3347 W. IRVING PARK ROAD CHICAGO, IL. 60618

** This conveyance must contain the name and address of the Grantee for tax billing purposes: (Chap. 55 ILCS 5/3-5020 and name and address of person preparing the instrument: (Chap. 55 ILCS 5/3-5022).

MAIL TO,

ANTHONY N. PANZICA
ATTORNEY AT LAW
3347 W. IRVING PARK ROAD
CHICAGO, ILLINOIS 60618

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