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DEPT-01 RECORDING \$35.50  
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#1802 : RH \*-96-022379  
COOK COUNTY RECORDER

## TRUST DEED

FATIC# CF89163

35<sup>50</sup>  
w

for recording in Cook County, Illinois

THIS INSTRUMENT PREPARED BY AND MAIL TO:

WILLIAM J. PETERS

237 S. LAGRANGE ROAD

FRANKFORT, ILLINOIS 60423

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## TRUST DEED

THIS INDENTURE, made this 8th day of January , 1996.

between

PALOS BANK AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated the 2nd day of January, 1996, and known as Trust No. 1-3906, of the City of Palos Heights, in the County of Cook, in the State of Illinois, party of the first part, and ANN MARIE RAFACZ, Trustee under Agreement with Ann Marie Rafacz dated August 12, 1987, of the Village of Frankfort, County of Will, State of Illinois, as Trustee, party of the second part:

## WITNESSETH:

WHEREAS, the said PALOS BANK AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated the 2nd day of January 1996, and known as Trust No. 1-3906, Grantor herein, is justly indebted upon one principal trust deed note bearing even date herewith, payable to the order of ANN MARIE RAFACZ, Trustee under Agreement with Ann Marie Rafacz dated August 12, 1987, in the face amount of FORTY THOUSAND (\$40,000.00) DOLLARS, said instrument calling for payments of interest in annual installments with the entire outstanding balance due on or before January 8, 2001.

NOW THEREFORE, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, according to the true intent and meaning of said principal note, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of Ten dollars (\$10.00) in hand paid, does by these presents convey and warrant unto the said party of the second part the following described real estate with the improvements thereon and the rents, issues and profits thereof, and all lifting, heating, lighting and plumbing

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apparatus and all other fixtures now, or that may be hereafter, attached to said premises, and everything appurtenant thereto, situated in the County of Cook, in the State of Illinois, to wit:

## LEGAL DESCRIPTION

LOT 6 (EXCEPT THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS THROUGH PROCESSING HELD BY THE CIRCUIT COURT OF COOK COUNTY AS CASE NUMBER 85L51052 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 45 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 60.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 24 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT 6 A DISTANCE OF 50.00 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 15 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 60.00 FEET TO THE EAST LINE OF SAID LOT 6; THENCE NORTH 00 DEGREES 38 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE 50.00 FEET TO THE POINT OF BEGINNING) IN GROVER ELMORE AND COMPANY'S GOLF VIEW ADDITION BEING A SUBDIVISION OF THE SOUTH 54 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PARTS TAKEN FOR FOREST PRESERVE AND HIGHWAY) ACCORDING TO THE PLAT RECORDED JUNE 6, 1948, AS DOCUMENT NO. 14227477, IN COOK COUNTY, ILLINOIS.

P.I.N. 23-33-401-011

C.K.A. 13450 South LaGrange Rd., Palos Park, IL 60464

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

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part, and her successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

THE SAID GRANTOR, COVENANTS AND AGREES AS FOLLOWS: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay prior to the 31st day of December in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair; to keep all buildings at

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any time on said premises insured to the full insurable value thereof, against loss by fire and lightening by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any thereunder payable to said Trustees, as interest may appear, to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of said grantor so to pay said taxes and assessments, or to keep said building insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men, or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

**IN THE EVENT OF A BREACH** of any of the aforesaid covenants or agreements, on in case of default in the payment of any note secured hereby, or any installment of interest thereon, according the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

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IT IS FURTHER AGREED, by the grantor that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or of any part thereof or the said trustees for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof including attorney's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decrees shall be paid by the grantor; that 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; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and that such proceedings shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the costs of suit have been paid.

THE GRANTOR WAIVES 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 agrees that upon the filing of any bill to foreclose this trust deed, the court in which such bill is filed may at once and without notice to the said grantor or any party claiming under said 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, during the pendency of such foreclosure suit and until the time to redeem the same from any sale thereunder shall expire.

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IN THE EVENT of the refusal, resignation or inability of the grantee to act as trustee, then William J. Peters, Attorney at Law, 237 S. LaGrange Road, Frankfort, Will County, Illinois, is hereby appointed to be successor in this trust.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS HAVE BEEN FULLY PERFORMED, the said Trustee shall release said premises to the party entitled to receive the same, on receiving reasonable charges therefor.

WITNESS the hand and seal of the grantor this 8th day of January, 1996.

PALOS BANK AND TRUST COMPANY,  
as Trustee under the provisions  
of a Trust Agreement dated  
the 2nd day of January, 1996,  
and known as Trust No. 1-3906

By: Mary Kay Burke

Mary Kay Burke, Land Trust Officer

Attest: James J. Martin, Jr.

James J. Martin, Jr., Trust Officer

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PALOS BANK AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated the 2nd day of January, 1996, and known as Trust No. 1-3906, by Mary Kay Burke & James J. Martin, Jr. Trust Officer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for

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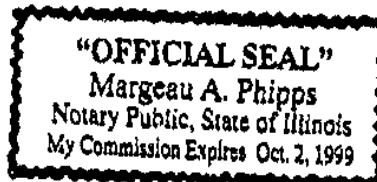


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the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 8th day of January, 1996.

Margeau A. Phipps  
Notary Public



This document is a copy of the original document filed with the Cook County Clerk's Office. The original document is a deed of trust for the property of the TRUST COMPANY, an Illinois corporation, and is subject to the provisions of the Illinois Trust Company Act. The deed of trust is a legal instrument that creates a security interest in the property of the TRUST COMPANY, and is subject to the provisions of the Illinois Trust Company Act. The deed of trust is a legal instrument that creates a security interest in the property of the TRUST COMPANY, and is subject to the provisions of the Illinois Trust Company Act. The deed of trust is a legal instrument that creates a security interest in the property of the TRUST COMPANY, and is subject to the provisions of the Illinois Trust Company Act.

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FIRST AMERICAN TITLE INSURANCE COMPANY  
30 North La Salle, Suite 300, Chicago, IL 60602

ALTA Commitment  
Schedule C

File No.: CF89163

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