

# UNOFFICIAL COPY

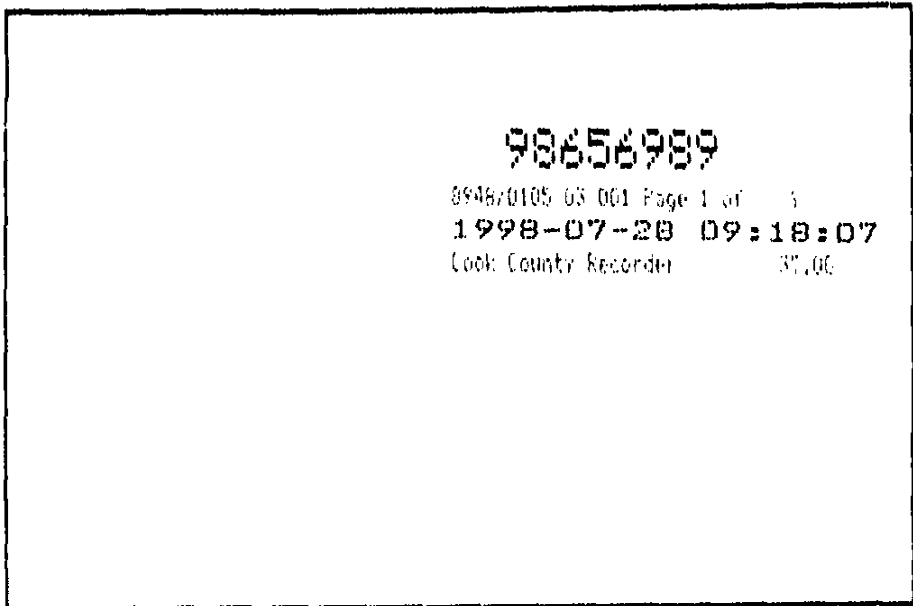


## TRUST DEED

Trust Deed 7 Individual  
Mortgagor One Instalment Note  
Interest Included in Payment  
USE WITH NOTE 7  
Form 807 R.10/95

*Charge to Cost*

807237



This trust deed consists of six pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made JULY 15, 1998, between LAMBERTO C. FRAGOZO

herein referred to as "Mortgagors" and THE CHICAGO TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Note, in the Total Principal Sum of SIXTY-ONE THOUSAND, EIGHT HUNDRED TWENTY-FIVE <sup>(\$61,825.00)</sup> ~~and NO/100~~ DOLLARS, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~██████████~~ DANIEL G. HURLEY, ~~OR NOMINEE~~ and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from AUGUST 15, 1998 on the balance of principal remaining from time to time unpaid at the rate of 5.7 per cent per annum in installments (including principal and interest) as follows: FOUR HUNDRED and NO/100 (\$400.00) Dollars or more on the 15th day of AUGUST 1998 and FOUR HUNDRED and NO/100 (\$400.00) Dollars or more on the 15th day of each MONTH thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 15th day of JULY, 2007, ~~1998~~. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of:

1. \$ ~~PER LATE PAYMENT,~~ or
2. 5.0% PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. ~~NO LIQUIDATED DAMAGES FOR LATE PAYMENT,~~

1. BOX 300-CTI

and all of said principal and interest being made payable at such banking house or trust company in  
MORTON GROVE, Illinois, as holders of the notes may, from time to time, in writing appoint,  
and in the absence of such appointment, then at the office of DANIEL G. HURLEY, OR NOMINEE  
8829 OTTAWA, in said city, MORTON GROVE, IL 60053

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said  
interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of  
the covenants and agreements herein contained, by the Mortgagors to be performed, and also in the consid-  
eration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these  
presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described  
Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the,  
COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Rider Attached:

which with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging,  
and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled  
thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all  
apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air condition-  
ing, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, includ-  
ing (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings,  
inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real  
estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or  
articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered  
as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the  
purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue  
of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do  
hereby expressly release and waive.

WITNESS the hand and seal of Mortgagors the day and year first afore written.

Lamberto C. Fragozo [SEAL] \_\_\_\_\_ [SEAL]  
LAMBERTO C. FRAGOZO [SEAL] \_\_\_\_\_ [SEAL]

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, GABRIEL S. BERRAFATO

a Notary Public in and for the residing in said

County, in the state aforesaid, DO HEREBY CERTIFY THAT LAMBERTO G. FRACOZO, married to MARLENE FRACOZO,

who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15<sup>th</sup> day of July, 1998

Notary Public

*Gabriel S. Berrafato*  
Notarial Seal



THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit; and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes

described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

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

807267

Identification No. \_\_\_\_\_

THE CHICAGO TRUST COMPANY, TRUSTEE

BY *Quinn Duttawa*  
Assistant Vice President, Assistant Secretary.

Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment. Use with Note 7.  
Form 807 R.10/95

6.

[ ] RECORDER'S OFFICE BOX NUMBER 333

LAW OFFICE OF  
GABRIEL S. BERRAFATO  
8720 FERRIS STREET  
MORTON GROVE, ILLINOIS 60053  
847-965-2233

[ ] MAIL TO:

NAME GABRIEL S. BERRAFATO  
STREET 8720 FERRIS  
CITY MORTON GROVE, IL 60053  
847 965 2233

FOR INFORMATION ONLY INSERT  
STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

1200 Wheeling Road

Mt. Prospect, IL 60056

## LEGAL DESCRIPTION:

## PARCEL I:

The Southeasterly 55.83 feet measured at right angles to the Southeasterly line thereof of that part lying Southwesterly of a line drawn at right angles to the Southeasterly line of Lot 7 extended from a point 73.50 feet Northeasterly of the Southeasterly corner of Lot 7 in Brickman Manor First Addition Unit No. 1 of the following described tract;

## ALSO

## PARCEL II:

The Easterly 12.0 feet as measured on the Northerly and Southerly lines thereof of the most Northeasterly 30.0 feet as measured at right angles to the Northeasterly line thereof of the following described tract:

That part of Lots 6 and 7 and Outlet A in Brickman Manor First Addition Unit No. 1, being a Subdivision of part of the East 1/2 of the Southeast 1/4 of Section 27, and part of the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 26, all in Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at a point in the Easterly line of Lot 7 which is 73.50 feet Northeasterly of the Southeasterly corner of said Lot 7; thence Northeasterly on a line drawn at right angles to the Easterly line of Lot 7 extended, a distance of 99.62 feet; thence Northeasterly on a line forming an angle of 98 degrees 29 minutes, 05 seconds from Southeast to the Northeast with last described course, a distance of 15.41 feet; thence Northwesterly on a line forming an angle of 89 degrees 20 minutes 33 seconds from Southwest to the Northwest with last described course, a distance of 26.0 feet; thence Northeasterly on a line forming an angle of 89 degrees 20 minutes 33 seconds from the Southeast to the Northeast with the last described course a distance of 30.00 feet to an intersection with a line drawn from a point 93.94 feet South of the Southeast corner of Lot 4 on the East line of Lots 1, 2, 3 and 4 extended South to a point on the West line of Outlet A 119.42 feet North of the Southwest corner of Outlet A; thence Northwesterly along said last described line, a distance of 145.85 feet more or less to the West line of Outlet A; thence South along the West line of Outlet A, a distance of 119.42 feet to the Southwest corner of Outlet A; thence East and Southeasterly along the Southerly line of Outlet A and the Southerly line of Lot 7, a distance of 238.22 feet to the Southeast corner of Lot 7; thence Northeasterly along the Easterly line of Lot 7, a distance of 73.50 feet to the place of beginning;

## ALSO

PIN NO. 03 27 402 048

LAW OFFICE OF  
GABRIEL S. CALABRATO  
6720 BROADWAY, SUITE 1000  
HOUSTON, TEXAS 77030

807267

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY 38856989

LEGAL DESCRIPTION (Continued):

## PARCEL III:

Easements as set forth in the Declaration and Exhibit 1 sheets 1 to 10 both inclusive, thereto attached dated March 31, 1962 and recorded March 22, 1962 as Document 18,430,062 made by J.M. Brickman Mid West Corporation, and as created by the deed from Western National Bank, as Trustee, to William J. Forestall and A.T.F. Edythe Forestall, his wife, dated April 10, 1963 and recorded May 16, 1963 as Document 18, 798,704.

(a) For the benefit of Parcel I aforesaid, for ingress and egress over and across:

That part of Lots 5, 6, 7 and Outlot A in Brickman Manor First Addition Unit No. 1 aforesaid, described as follows:

Commencing at a point on the East line of Lot 7, 63.50 feet North of the Southeast corner thereof; thence Westerly on a line drawn at right angles to the Easterly line of said Lot 7 through said point 63.50 feet North of the Southeast corner thereof for a distance of 163.67 feet; thence Southerly parallel with the Easterly line of Lot 7, a distance of 50.0 feet; thence Westerly parallel with said line drawn at right angles to the Easterly line of Lot 7 for a distance of 67.14 feet to the East line of the West 30.0 feet as measured at right angles to the West line thereof of Outlot A; thence North on the East line of the West 30 feet of Outlot A as aforesaid, 31.43 feet to an intersection with a line forming an angle of 80 degrees 36 minutes 37 seconds as measured from South to East with the West line of Outlot A and drawn through a point 109.29 feet North of the Southwest corner of said Outlot A; thence Easterly on said line 137.66 feet; thence Northerly on a line forming an angle of 90 degrees 39 minutes 27 seconds as measured from West to North from the last described line, a distance of 20.0 feet; thence Westerly with said line forming an angle of 20 degrees 34 minutes 37 seconds with the West line of Outlot A, a distance of 141.22 feet to the East line of the West 30.0 feet of Out Lot A as aforesaid; thence North on said East line of the West 30.0 feet of Out Lot A, 27.38 feet to a line 16.79 feet South of an parallel with the North line of Lot 5 and said line extended; thence East parallel with the North line of Lot 5 and said line extended 82.16 feet; thence South parallel with the East line of Lot 5, a distance of 5.0 feet; thence East parallel with the North line of Lot 5 and said line extended 163.66 feet to a point on the East line of Lot 5, 21.79 feet of the

PIN # 032740240

CLERK'S OFFICE  
COUNTY OF BRIDGEMAN  
1962 MARCH 22  
DOCUMENT 18,430,062

807367

LEGAL DESCRIPTION (Continued):

Northeast corner thereof; thence South on the East line of Lot 5 a distance of 15.0 feet; thence West parallel with the North line of Lot 5, a distance of 76.76 feet; thence Southerly on a line forming an angle of 80 degrees 50 minutes 10 seconds as measured from West to South from the last described line extended, a distance of 49.52 feet; thence Easterly at right angles to the last describe line 5.0 feet; thence Southerly at right angles to the last described course 41.52 feet to a point on a line drawn at right angles to the Easterly line of Lot 7 and said line extended through a point 78.50 feet Northerly of the Southeasterly corner of said Lot 7; thence Easterly on said line 69.80 feet to the Easterly line of Lot 7; thence Southerly on the Easterly line of Lot 7, a distance of 15.0 feet to the place of beginning (except that part thereof falling in Parcel I aforesaid).

(b) For the benefit of Parcel I aforesaid, for ingress and egress and driveway over and across:

The East 20.0 feet of the West line thereof of Outlot A (except that part thereof falling in Parcel I aforesaid) in Brickman Manor First Addition Unit No. 1 aforesaid.

ALSO

That part of Lot 6 and Outlot A in Brickman Manor First Addition Unit No. 1 aforesaid, described as follows: Commencing at a point on the West line of Outlot A 109.29 feet North of the Southwest corner thereof; thence Easterly on a line forming an angle of 80 degrees 34 minutes 37 seconds as measured from South to East from the West line of Outlot A, distance of 30.41 feet to a point on the East line of the West 30 feet as measured at right angles to the West line thereof of said Outlot A to a place of beginning; thence continuing Easterly along the aforesaid line 137.66 feet; thence Northerly on a line forming an angle of 90 degrees 39 minutes 27 seconds as measured from measured from West to North from the last described line, a distance of 20 feet; thence Westerly parallel with said line forming an angle of 80 degrees 34 minutes 37 seconds as measured from South to East from the West line of Outlot A as aforesaid, a distance of 141.22 feet to the East line of the West 30.0 feet of Outlot A, as aforesaid; thence South on the East line of the West 30.0 feet of Outlot A 20.27 feet to the place of beginning (except that part thereof falling in Parcel II aforesaid) all in Cook County, Illinois.

PIN # 0327402048

Clerk's Office