

UNOFFICIAL COPY 3979748

THIS INDENTURE, WITNESSETH, That MARIA CAMMARATA and BARTOLOMEO CAMMARATA, her husband

(hereinafter called the Grantor), of the City of Des Plaines County of Cook and State of Illinois for and in consideration of the sum of Seventy Thousand and no/100 (\$70,000.00) Dollars in hand paid, CONVEY AND WARRANT to BARTOLOMEO CAMMARATA of the City of Des Plaines County of Cook 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, 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 City of Des Plaines County of Cook and State of Illinois, to-wit:

Lot 52 in Szczesny's subdivision of part of the South East 1/4 of the South West 1/4 of Section 24, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 08-24-308-022-0000

3979748

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 performance of the covenants and agreements herein.

WITNESSES, The Grantor MARIA CAMMARATA

justly indebted upon a principal promissory note bearing even date herewith, payable

upon demand or upon the sale of 446 Pleasant Lane in Des Plaines, Illinois 60018 which ever shall first occur.

THE GRANTOR covenants and agrees as follows: (1) To pay said principal, interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay on the first day of June 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, or rebuild or restore all buildings or improvement 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 now or at any time hereafter erected 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 so to insure, or pay taxes or assessments, or the prior incumbrances or 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 seven per cent per annum shall be so much additional indebtedness incurred hereby.

IN THE EVENT of a breach of any of the foregoing 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 seven 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 its 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, monogrammer's charges, cost 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 or 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 taxed 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 any party claiming under the 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.

IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, then 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 the foregoing covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 22nd day of April 1991

MARIA CAMMARATA (SHEAT) BARTOLOMEO CAMMARATA (SHEAT)

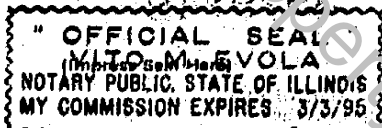
No. 446

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Vito M. Evola, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARIA CAMMARATA and BARTOLOMEO CAMMARATA, her husband personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 22nd day of April, 1991.



Vito M. Evola
Notary Public

Commission Expires 3-3-95

87426763

ATTORNEYS' TITLE
GUARANTY FUND, INC.
29 S. LASALLE 5th FLOOR
CHICAGO, IL 60603

Submitted by 3979748
Address JUL 12 PM 3:09
Delivered to Carol Moseley Braun
Registrar of Titles
Deed to Delegatory Trust
Address _____
Notified A.T.G.F. DAVIS
3979748

3979748

1063847
1483847
122

BOX No.

SECOND MORTGAGE
Trust Deed

01

GEORGE E. COLE'S
LEGAL FORMS