

TRUST DEED  
SECOND MORTGAGE (ILLINOIS) 3081509

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THIS INSTRUMENT WITNESSETH, That GEORGE E. DANTONA

(hereinafter called the Grantor), of 270 North Middleton, Palatine, Illinois 60067

(for and in consideration of the sum of Ten (\$10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to MATTHEW A. FLAMM

of 180 No. LaSalle Street, Chicago, IL 60601

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:

THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 1 IN BLOCK 3 IN ARTHUR T. MCINTOSH AND CO'S CHICAGO AVE. FARMS: A SUB IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1926 AS DOCUMENT 92613309 IN COOK COUNTY, ILLINOIS. Hereby releasing and waiving all claims under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 02-16-403-017-0000

Address(es) of premises: 270 North Middleton, Palatine, Illinois 60067

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to ONE (1) principal promissory note bearing even date herewith, payable

to the order of George E. Dantona, as Trustee of the G. E. Dantona & Associates, Inc. Profit Sharing Plan, plus interest on the balance of principal from time to time unpaid at the rate of six (6%) percent per annum from the date thereof until said Note is paid in full, such principal sum and interest to be payable in installments as follows: one hundred two (102) equal payments of Two Hundred Fifty (\$250.00) Dollars each to be payable on the last day of each month beginning January 31, 1993 and continuing through June 30, 2001; with a final payment of all principal, interest and other amounts then outstanding to be due and payable on July 31, 2001.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes 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 premises 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 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 nine (9) percent 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 nine (9) percent 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, 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 a decree of sale shall have been entered or not, shall not be dismissed, nor the use 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 a 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 the rents, issues and profits of the said premises.

The name of a record owner is: George E. Dantona

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

Joel D. Teibloom 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 Trust Deed dated January 10, 1992 between George Dantona and Madelyn Dantona and Chicago Title & Trust Company, as Trustee

Witness the hand and seal of the Grantor this 10th day of January, 1993

George E. Dantona (SEAL)

Please print or type name(s) below signature(s)

(SEAL)

This instrument was prepared by Matthew A. Flamm, 180 No. LaSalle St., (1515), Chicago, IL 60601 (NAME AND ADDRESS)

DEPT-01 \$23.50  
T34444 TRAN 2207 12/30/93 15:18:00  
49572 \* -03-08 1509  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

03081509

23.50  
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# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Matthew A. Flamm, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George E. Dantona

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

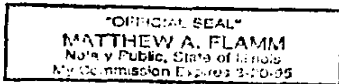
Given under my hand and official seal this 10th day of January, 19 93.

(Impress Seal Here)



Notary Public

Commission Expires March 20, 1995



Property of Cook County Clerk's Office

BOX No. 030S1509

SECOND MORTGAGE

**Trust Deed**

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TO  
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GEORGE E. COLE  
LEGAL FORMS