

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

REGISTERED AND
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor S. JOHN T. CALDARIO and BERNADETTE J. CALDARIO, his wife

of the Village of Alsip County of Cook and State of Illinois
for and in consideration of the sum of Twenty Three Hundred and no/100 - - (\$2300.00) Dollars
in hand paid, CONVEY AND WARRANT to Raymond A. Rempert, Trustee
of the City of Chicago 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, gas and plumbing appar-
atus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the Village of Alsip County of Cook and State of Illinois, to-wit:
Lot 80 in the Fifth Addition to Line Crest Manor being a Subdivision
of Part of the South East quarter (SE $\frac{1}{4}$) of Section 22, Township 37 North,
Range 13, East of the Third Principal Meridian.

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.

WHEREAS, The Grantor S. JOHN T. CALDARIO and BERNADETTE J. CALDARIO, his wife
justly indebted upon their principal promissory note bearing even date herewith, payable
to the order of Bearer in the sum of Twenty Three Hundred and no/100
(\$2300.00) Dollars payable in twenty Five Dollars (\$25.00), or more on the
15th day of November and Twenty Five Dollars (\$25.00), or more on the 15th
day of each and every month thereafter until the principal balance due and
all accrued interest thereon have been paid in full. Said installments to
include interest at the rate of six and one-half percent (6 $\frac{1}{2}$) per annum, payable
monthly.

THE GRANTOR S covenant and agree as follows: (1) To pay said indebtedness and the interest thereon as herein and in said notes provided, or
according to any agreement extending time of payment; (2) to pay prior to 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 rebuild or repair 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 Trustees herein and second, to the grantee herein as their interests
may appear, which policies shall be left and remain with the said Mortgagee or Trustees 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 or the interest thereon as aforesaid, 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 of the aforesaid premises or pay
all prior incumbrances and the interest thereon from time to time; and all moneys so paid by the grantee or the holder of said indebtedness shall be added to the principal
and the same with interest thereon from the date of payment at seven per cent. per annum, shall constitute additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the principal of said indebtedness, including principal and all earned interest,
shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from the date 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 been matured by
express terms.

IT IS AGREED by the grantor S that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
of—including reasonable solicitor's fees, outlays for documentary evidence, notary's charges, cost of procuring or completing abstract showing the whole
title of said premises embracing foreclosure decree—shall be paid by the grantor S; and the like expenses and disbursements, occasioned by any suit or pro-
ceeding 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 S. As such expenses
and disbursements shall be an additional lien upon said premises, and shall be taxed as costs and included in any decree that may be rendered in such fore-
closure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses
and disbursements, and the costs of suit, including solicitor's fees, have been paid. The grantor S, for said premises, and for the heirs, executors, administrators
and assigns of said grantor S waive all right to the possession and income from, said premises pending such foreclosure proceedings, and agree that
upon the filing of any bill to foreclose this Trust Deed, the person in whom such bill is filed, may at once and without notice to the said grantor S or to any party
claiming under said grantor S appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said
premises.

IN THE EVENT of the death, removal or disability of said Cook County of the grantee, or of his refusal or failure to act, then
David Pottishmann 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 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 receipts.

Witness the hand and seal of the grantor S this 15th day of October A. D. 1969.

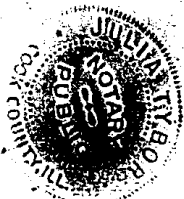
John T. Caldario (SEAL)
Bernadette J. Caldario (SEAL)

(SEAL)

Property of Cook County Illinois
21 630 553

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State of ILLINOIS }
County of COOK } ss.



I, JULIA TYBOR
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
JOHN T. CALDARIO and BERNADETTE J. CALDARIO, his wife,

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 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 16th day of October A. D. 1969

Julia Tybor
Notary Public.

My commission expires Oct. 2, 1971

Property of Cook County Clerk's Office

1971 SEP 21 PM 2 58

SEP-21-71 3 00 655 • 21630553 • A - Rec 510



For No. SECOND MORTGAGE
Trust Deed

JOHN T. CALDARIO, et ux.

TO

RAYMOND A. REMPERT,

Trustee



RAYMOND A. REMPERT

ATTORNEY AT LAW

11115 COULSON KENZIE AVE.

CHICAGO ILLINOIS

61613

City:

Post Office

533

GEORGE COLE & COMPANY

21630553

END OF RECORDED DOCUMENT