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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor S. JOSEPH FABIANI, JR., and
SHIRLEY FABIANI, his wife,

of the Village of Melrose Park, County of Cook, and State of Illinois,

for and in consideration of the sum of Three Thousand Two Hundred and no/100- (\$3,200.00)
in hand paid, CONVEY AND WARRANT to FRANK CERQUA, JR.,

of the Village of Melrose Park, 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 Melrose Park, County of Cook, and State of Illinois, to-wit:

Lots 9 and 10 in Block 130 in Melrose, 1st division
of Lots 3, 4 and 5 in the Superior Court Partition of
the South half of Section 3 and all of Section 10 lying
North of the Chicago and North Western Railroad in
Township 39 North, Range 12, East of the Third Principal
Meridian, in Cook County, Illinois,

commonly known as 103 North 22nd Avenue, Melrose Park, Illinois
60160;

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. JOSEPH FABIANI, JR., and SHIRLEY FABIANI, his wife,
justly indebted upon their one (1) principal promissory note bearing even date herewith, payable
in the said principal sum of \$3,200.00, in installments as follows:
\$100.00 on the 27th day of September, 1973, and \$100.00, or more,
at option of makers thereof, on the 27th day of each month thereafter,
to and including the 27th day of August, 1973, with a final payment of
the balance due on the 27th day of August, 1973, such monthly payments
to include interest on the principal balance remaining from time to
time unpaid at the rate of 5% per cent per annum payable monthly,
such payments to be made at such place as the legal tender thereof
may from time to time in writing appoint.

THE GRANTOR S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and as provided, or
according to any agreement extending the time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments on 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 on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on
said premises insured in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance hereunto; (6) the holder
of the first mortgage indebtedness, with his or her assigns, shall have the right to require the grantor to maintain such insurance in compliance with the holder
of the first mortgage indebtedness, with his or her assigns, until the first Trustee or Mortgagee, and, second, to the Trustee herein, shall in writing
may appear, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior indebtedness
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 encumbrances or the interest thereon when due, the grantor 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 encumbrances and the interest thereon from time to time; and all moneys so paid, the grantor S agree 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 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 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
express terms.

IT IS ACKNOWLEDGED 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, attorney'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. 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 disturbed, nor a release hereof given, until all such expenses
and disbursements, and the cost of sale, including solicitor's fees have been paid. The grantor S, for said grantor S, and for the heirs, executors, administrators
and assigns of said grantor S, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 S, or to any party
claiming under said grantor S, 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
Sidney R. Tarkoff, 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 grantor or his successor in trust, shall release said premises to
the party entitled, on receiving his reasonable charges.

Witness the hand S and seal S of the grantor S this 27th day of August, A. D. 19 70

Joseph Fabiani, Jr. (SEAL)

Shirley Fabiani (SEAL)

Shirley Fabiani (SEAL)

21 250 501

UNOFFICIAL COPY

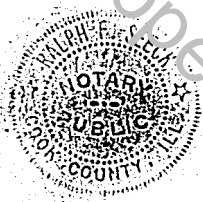
State of Illinois }
County of Cook } ss.

I, Ralph F. Seeck

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that
JOSEPH FABIANI, JR., and SHIRLEY FABIANI, his wife,
who are
personally known to me to be the same person whose name S. ARE subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he 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 27th
day of AUGUST, 1970 A. D. 1970

Ralph F. Seeck
Notary Public.



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AUG-28-70 115750 • 11250501 • A — 510

Box No.

SECOND MORTGAGE

Trust Deed

.....
JOSEPH FABIANI, JR., and

.....
SHIRLEY FABIANI, his wife,
TO

.....
FRANK CERQUA, JR., as Trustee.



MAIL TO:

Tony Frasca
2756 N.E. 35th Street
Fort Lauderdale,
Fla.

33308

GEORGE COLE'S COMPANY

2120501

