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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 446 701

1021-2766
GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That ANTHONY GAGLIANO AND ANN F. GAGLIANO, his wife,

(hereinafter called the Grantor), of the Village of Niles County of Cook and State of Illinois, for and in consideration of the sum of Eleven Thousand Ninety-Nine and 52/100ths Dollars in hand paid, CONVEY AND WARRANT to A. R. Di Benedetto of the Village of Palatine 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 Village of Niles County of Cook and State of Illinois, to-wit:

Lot 36 in Miami Park Subdivision being a Subdivision of part of Lots 1, 2 and 3 in Circuit Court Partition of the South half of the North East quarter and the North half of the South East quarter and the South West quarter of the South East quarter of Section 25, Township 41 North, Range 12, East of the Third Principal Meridian, and also that part lying West of the East line of Road of the North West quarter of Section 30, Township 41 North, Range 13, East of the Third Principal Meridian, according to plat thereof recorded March 9, 1940 as Document 14750290, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

WHEREAS, The Grantor Anthony Gagliano and Ann F. Gagliano, his wife, justly indebted upon one principal promissory note bearing even date herewith, payable

in 96 successive monthly installments commencing the 5th day of October, 1973 and on the same date of each month thereafter, all except the last installment to be in the amount of \$115.62 each and said last installment to be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of eight years, any extensions or renewals of said loan and any additional advances up to a total amount of Eleven Thousand Ninety-Nine and 52/100ths Dollars ***

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 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 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 available to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the 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 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 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 seven per cent per annum shall be recoverable by foreclosure hereof, 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, court costs for documentary evidence, stenographic 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 claims, 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 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, Mayrline Frohne 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 charges.

Witness the hand and seal of the Grantor this 19th day of August, 19 73.

Anthony Gagliano (SEAL)
Ann F. Gagliano (SEAL)

22 446 701

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Sue T. Nesser, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony Gagliano and Ann F. Gagliano, his wife,

personally known to me to be the same person^s whose name^s are 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

hand and notarial seal this Eighteenth day of August, 1973



Sue T. Nesser
Notary Public

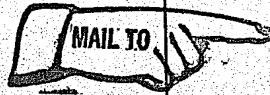
My commission expire
Commission Expires October 14, 1973

Elaborate R. Olson
1973 AUG 21 PM 12 29

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

AUG-21-73 673684 • 22446701 u A — Rec 5.00

5.00



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

22446701
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT