

# UNOFFICIAL COPY

22 835 430

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor S. GERALD E. AMADO and PAMELA R. AMADO, his wife,

of the \_\_\_\_\_ of \_\_\_\_\_ County of Cook and State of Illinois  
for and in consideration of the sum of Ten and No/100 Dollars  
in hand paid, CONVEY AND WARRANT to BARRY A. PITLER  
of the Village of Wilmette 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 apparatus and fixtures, and every appurtenance thereto together with all rents, issues and profits of said premises, situated in the Village of Oak Lawn County of Cook and State of Illinois, to-wit:

Lot 8 in Block 26 in Robert Bartlett's 95th Street Homesites First Addition, being a subdivision in Section 7, Township 37 North, Range 13, East of the Third Principal Meridian according to the Plat thereof recorded October 16, 1939 as Document No. 12383314 in Cook County, Illinois.

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 Grantors S. Gerald E. Amado and Pamela R. Amado justly indebted upon their principal promissory note—bearing even date herewith, payable to the order of BEARER, in the principal amount of \$10,500.00 payable as follows: \$100.00 on August 23 1974 and \$100.00 weekly for 104 weeks with no interest.

THE GRANTOR... 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 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage hereunder, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.  
IN WITNESS WHEREOF, the grantor 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... 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... or to any party claiming under said grantor... appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

IT IS AGREED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor'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 grantor 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... 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... or to any party claiming under said grantor... 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 absence from said Cook County of the grantor, or of his 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 while the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, to receive his reasonable charges.

Witness the hand and seal of the grantor this 20th day of August A. D. 19 74

preparer: Barry A. Pitler

S. Gerald E. Amado (SEAL)  
Gerald E. Amado

Pamela R. Amado (SEAL)  
Pamela R. Amado

Pamela R. Amado (SEAL)  
Pamela R. Amado

Pamela R. Amado (SEAL)  
Pamela R. Amado

22 835 430  
Cook County Clerk's Office

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State of ILLINOIS  
County of COOK } ss.

I, DIANA M FERGUSON

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
GERALD E. AMADO and PAMELA R. AMADO, 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 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 20th  
day of August A. D. 19 74

Diana M Ferguson  
Notary Public.

Richard R. Olson  
1974 SEP 3 PM 3 10  
SEP--3-74 857976 • 22835430 A — Rec 510

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

5.00 MAIL

Boz 11  
SECOND MORTGAGE  
**Trust Deed**



MAIL TO

TO

TRUST DEED  
1974 SEP 3 1974  
DIANA M FERGUSON  
165 W. ALBANY  
CHICAGO, ILL.

22835430

END OF RECORDED DOCUMENT