

This Indenture, WITNESSETH, That the Grantors: FRANK G. TUOZZO and LINDA M. TUOZZO, his wife

of the Village of Schiller Park County of Cook and State of Illinois for and in consideration of the sum of Nineteen Hundred Thirty-eight & 10/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA Trustee of the City of Chicago County of Cook and State of Illinois

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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Schiller Park County of Cook and State of Illinois, to-wit: Lot 74 in Pekara's Forest View Subdivision of Part of Cynthia Robinson's Tract in that part of the North Section of Robinson's Reservation in Township 40 North, Range 12, East of the Third Principal Meridian According to the Plat thereof recorded September 16, 1949 as Document 1563-47 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 FRANK G. TUOZZO and LINDA M. TUOZZO, his wife justly indebted upon their one principal promissory note bearing even date herewith, payable LIBERTY BUILDERS, INC., for the sum of Nineteen Hundred Thirty-eight & 10/100 Dollars (\$1938.10) payable in 35 successive monthly instalments each of \$53.84 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 1st day of April, 1973, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness as provided 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 of 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 Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept 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 so 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 liens 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 pay 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 incurred 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 hereon 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.

IN WITNESS whereof the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing signature of said premises embracing foreclosure decrees 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 a release heretofore 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings and agrees that upon the filing of any bill in foreclosure 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 or charge of said premises with power to collect the rents, issues and profits on 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, the August G. Merkel 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 3rd day of Feb. A. D. 1973

Frank G. Tuozzo (SEAL) Linda M. Tuozzo (SEAL)

22 218 496

UNOFFICIAL COPY

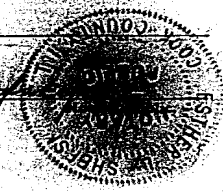
State of Illinois } ss.
County of Cook

I, ESTHER L. SHEESKY
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
FRANK G. TUOZZO and LINDA M. TUOZZO, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument ~~the~~ 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 3rd
day of Feb A. D. 19 73

Esther L. Sheesky



APR 315 55

Property of Cook County Clerk's Office

1973 FEB 13 AM 11:37 Olsen

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

FEB-13-73 577435 • 22218496 • A — Rec 5.00

Shelmy R. Olsen

5.00

22218496

Box No. 246

SECOND MORTGAGE
Trust Deed

FRANK G. TUOZZO and
LINDA M. TUOZZO, his wife
TO
JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK
OF CHICAGO
CONSUMER CREDIT DEPT.
3973 N. MILWAUKEE AVE.
CHICAGO, ILLINOIS 60641

APR 815 55

END OF RECORDED DOCUMENT