

THIS INDENTURE, WITNESSETH, That the Grantors, JAMES ANTHONY MATTIUZI AND NANCY M. MATTIUZI, HIS WIFE of the Village of Arlington Hts, County of Cook and State of Illinois for and in consideration of the sum of Five Thousand Seven Hundred Twenty-Five and 80/100ths Dollars in hand paid, CONVEY AND WARRANT to A. R. Di Benedetto

of the Village of Palatine, County of Cook and State of Illinois as trustee, 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 Arlington Hts., County of Cook and State of Illinois, to-wit:

Lot 43 in Westview Subdivision, being a Subdivision of part of the South half of the South East quarter of Section 28, Township 42 North, Range 11, East of the Third Principal Meridian, 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 are justly indebted upon one principal promissory note bearing even date herewith, payable

in 60 successive monthly installments commencing the 5th day of May, 1973 and on the same date of each month thereafter, all except the last installment to be in the amount of \$95.43 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 five years, any extensions or renewals of said loan and any additional advances up to a total amount of Five Thousand Seven Hundred Twenty-Five and 80/100ths Dollars\*\*

THE GRANTORS 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 insure 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 secondly to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees 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 so 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 the premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantors 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 accrued 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 thereof, 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereon, 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 grantors; 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 grantors. All such expense 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 grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, 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, then Maylene 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO \_\_\_\_\_

Witness the hands and seals of the grantors this Twentieth day of March 19 73

James A. Mattiuzi (SEAL)  
James Anthony Mattiuzi  
Nancy M. Mattiuzi (SEAL)  
Nancy M. Mattiuzi

22 260 133

UNOFFICIAL COPY

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 James Anthony Mattiuzi and Nancy M. Mattiuzi,  
his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appear before me this day in person and acknowledged that they signed, sealed and delivered the said instrument their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the homestead.

and notarial seal this 20th day of March, 1973



*Sue T. Nesser*  
Notary Public

Commission Expires My commission expires  
October 14, 1973

MAR 23 1973  
MAR 23 AM 9 27

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

MAR-23-73 596947 • 22260133 • A — Rec 5.00

SECOND MORTGAGE

**Trust Deed**

TO

5.00

MAIL TO

22260133

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT