

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

22 332 077

This Indenture, WITNESSETH, That the Grantor  
SERGE TOMACELLI

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Sixty-seven Hundred sixty-two and 11/100 Dollars  
in hand paid, CONVEY AND WARRANT to

of the City of Chicago 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lot 16 in Block 2 in W.F. Kaiser and Company's Albany Park Subdivision  
being a Subdivision of Lot 12 and that part of Lot 5 lying South of  
Center Line of North Branch of Chicago River in Jackson Subdivision  
of the South East 1/4 of Section 11 and the South West 1/4 of Section 12,  
Township 40 North, Range 13, 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 Grantor, SERGE TOMACELLI

justly indebted upon his one principal promissory note bearing even date herewith, payable  
NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Sixty-seven Hundred  
sixty-two and 11/100 Dollars (\$6762.11) payable in 83 successive  
monthly instalments each of \$80.51 except the final instalment which  
shall be equal to or less than the monthly instalments due on the note  
commencing on the 10<sup>th</sup> day of July 1973, and on the same date of each  
month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

This GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 one 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 allowed; (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 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 so to insure, or pay such 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 on 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, as well as to pay immediately without demand, and  
the same with interest thereon from the date of payment at seven per cent. per annum, shall be a first lien in priority to all other liens 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 one indebtedness had been mortgaged by  
express terms.

IN WITNESS whereof the grantor, 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, stenographer's charges, costs of procuring a copy of the abstract showing the whole  
title of said premises embracing foreclosure docket—shall be paid by the grantor, and the like expenses and disbursements, or any or all of them, shall be paid 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. 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, 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 recorder, administrator,  
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 grantor, or to any party  
claiming under said grantor, appoint a receiver to take possession of 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 return, failure to then  
appoint August G. Merkel of said County is hereby appointed to be first successor in this trust, and I 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 and convey to  
the party entitled to, on receiving his reasonable charges.

Witness the hand, and seal, of the grantor, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1973

Serge Tomacelli (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

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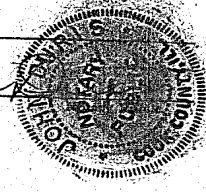
State of Illinois }  
County of Cook } ss.

I, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_  
**SERGE TOMACELLI**

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 his 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 17<sup>th</sup>  
day of May A. D. 1973

*John Tomacelli*



Property of Cook County Clerk's Office

RECORDED  
MAY 21 1973 AM 9 49  
HAY-21-73 629395 • 22332077 • A — Rec 5.00

5.00

Box No. 245  
SECOND MORTGAGE  
**Trust Deed**  
SERGE TOMACELLI  
TO  
JOSEPH DEZONNA, Trustee  
MORTGAGE NATIONAL BANK  
OF CHICAGO  
COMMERCIAL CREDIT DEPT.  
3973 N. MICHIGAN AVE.  
CHICAGO, ILLINOIS 60641

22332077

SS 395 000

RECORDED DOCUMENT