

# UNOFFICIAL COPY

CHARGE TO CREDIT  
TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

22 395 556

16875  
GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Salvatore T. Tomaso and wife Vivian V.  
(hereinafter called the Grantor), of the Village of Elk Grove County of Cook  
and State of Illinois, for and in consideration of the sum of  
Four Thousand Seven Hundred Sixty Two & 20/100 - - - - - Dollars  
in hand paid, CONVEY AND WARRANTS to Chicago Title & Trust Company  
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 fol-  
lowing 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 Elk Grove County of Cook and State of Illinois, to-wit:

Lot 3 in Elk Grove Estates Custom Lots of parcel "B", being a  
subdivision of the Southwest  $\frac{1}{4}$  of Section 29, Township 41 North,  
Range 11 east of the third principal meridian.

500

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 Salvatore T. Tomaso and wife Vivian V.  
justly indebted upon The Bank of Elk Grove principal promissory note bearing even date herewith, payable

to the order of the Bank of Elk Grove the principal sum of Four Thou-  
sand Seven Hundred Sixty Two & 20/100 Dollars in instalments as follows:  
Seventy Nine & 37/100 Dollars on the 30th day of July, 1977, and Sev-  
enty Nine & 37/100 Dollars on the 30th day of each month thereafter, to  
and including the 30th day of May, 1978, with a final payment of the  
balance due on the 30th day of June, 1978, with interest on the prin-  
cipal balance from time to time unpaid at the rate of 6%.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, or 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 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-  
brances, 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 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 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 Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-  
closure hereof—including reasonable attorney's fees and costs for documentary evidence, stenographer's charges, cost of preparing or com-  
pleting 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 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 de-  
gree 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 rights in 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 with-  
out 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, then the County 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 hands and seals of the Grantor, 28th day of June, 1973.

Salvatore T. Tomaso (SEAL)  
Vivian V. Tomaso (SEAL)

Identification No. 57000  
CHICAGO TITLE AND TRUST COMPANY, Trustee

[Signature]  
Assistant Trust Officer - Secretary

BOX 533

22 395 556

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Jacanda Hornacek, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Salvatore T. Tomago and wife Vivian V.

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 as their free and voluntary act, for the uses and purposes therein set forth, including the release and



with 100% of homestead. Band and notarial seal this 28th day of June, 19 73.

Commission Expires 3-19-75

Jacanda Hornacek  
Notary Public  
Elk Grove Village, Ill.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUL 11 '73 3 01 PM

James H. Olson  
RECORDER OF DEEDS

22395556

BOX No.  
SECOND MORTGAGE  
**Trust Deed**

TO

Bank of Elk Grove  
Arlington Hts - Heggen's  
Elk Grove Village, Ill.

GEORGE E. COLE  
LEGAL FORMS