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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

GEORGE E. COLE
LEGAL FORMS

23 901 204

THIS INDENTURE, WITNESSETH, That *Peter G. Rizzuto and Josephine E. Rizzuto, his wife*

(hereinafter called the Grantor), of *2621 Pearl Avenue*, *Des Plaines*, *Illinois*

for and in consideration of the sum of *Ten Thousand and no/100----- Dollars*
at hand and CONVEY AND WARRANT to *The Des Plaines Bank*
of *223 Oakton Street*, *Des Plaines*, *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, air conditioning, gas and plumbing apparatus and fixtures, and everything in and upon thereof, together with all rents, issues and profits of said premises, situated in the *City*
of *Des Plaines*, *Cook* County and State of Illinois, to wit:

*Lot 18 in Pleasant Manor unit #3, being a Subdivision of the Southwest
quarter of the northeast quarter of Section 33, Township 41 North, Range
12 East of the Third Principal Meridian in Cook County, Illinois.*

Hereby releasing and waiving all rights under and by virtue of any homestead exemption laws of the State of Illinois.

IS DEDICATED, nevertheless, for the purpose of securing performance of the covenants and agreements herein
Witness vs. The Grantor: *Peter G. Rizzuto and Josephine E. Rizzuto, his wife*

individually and jointly and as co-owners of their principal promissory note bearing even date herewith, payable

*Note dated April 16, 1977 of Classic Engineering Co., Inc. in the amount
of \$12,800.16 (includes interest of \$2,800.16) payable in 48 consecutive
monthly installments of \$266.67 commencing on May 30, 1977.*

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and 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 April, 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 said premises or to all buildings or improvements on said premises that may have been destroyed or damaged; (4) that vacant to said premises shall be vacated and kept all buildings now or at any time on said premises insured in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee named and second to the trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable;

(6) IN THE EVENT of failure so to 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 to whom title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and all money so paid, are 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;

(7) 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;

(8) IS AGED TO by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney'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 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 item upon said premises, shall be paid as soon and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree in sole action or in action joined with other suits, shall not be discontinued, nor released hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid by the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waived all right to 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 without 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.

The name of a record owner is: *Peter G. Rizzuto & Josephine E. Rizzuto, his wife*

IS THE EXIST of the death or removal from said *Cook* County of the grantee, or of his resignation, refusal or failure to act, then *The Des Plaines Bank* 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 hand and seal of the Grantor: this *16th* day of *April* *1977*

X Peter G. Rizzuto
X Josephine E. Rizzuto

(SEAL)

(SEAL)

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STATE OF **Illinois**

COUNTY OF **Cook**

REC'D 11-3-85 11:04

I, **Frank J. Smith III**

a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that **Peter G. Rizzuto and Josephine E. Rizzuto**

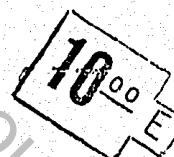
personally known to me to be the same person **s.** whose name **is** **are** subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that **they** signed, sealed and delivered the said
instrument as **their** free and voluntary act, for the uses and purposes therein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

Given under my hand and notarial seal this **16th** day of **April**, **1977**.

(Impersonated Dept.)

Notary Public.

Commission Expires



THIS INSTRUMENT IS PREPARED BY

Richard B. Gould, Attorney
1223 Oakton Street
Des Plaines, Illinois 60018

REC'D NO.
SECOND MORTGAGE
Trust Deed

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THE DES PLAINES BANK
1223 OAKTON ST.
DES PLAINES, ILL. 60018

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT