

UNOFFICIAL COPY

CHARGE TO CREDIT
TRUST DEED
SECOND MORTGAGE FORM (Illinois)

23 968 367

THIS INDENTURE, WITNESSETH, That Helen R. Panozzo a/k/a Helen R. Jones

(hereinafter called the Grantor), of 813 Pahl Rd., Elk Grove Village, IL. 60007
(No. and Street) (City) (State)

for and in consideration of the sum of Seven thousand, eight hundred, twenty-two & 20/100
in hand paid, CONVEY AND WARRANT to Chicago Title & Trust Company
of 111 W. Washington St., Chicago, Ill. 60602
(City) (State)

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 Elk Grove Village a part of Cook and State of Illinois, to-wit:

Unit 22 as delineated on Survey of the Following described Parcel of real estate (hereinafter referred to as Parcel): Lots 1 through 314, inclusive, and Lots 316 through 334 inclusive, and Lots 309, 310, 311, 329, 330 and 334 in Elk Grove Estate Townshome Condominium Parcel C being a Subdivision of part of the South West 1/4 of Section 23 and part of the North West 1/4 of Section 32 Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded October 23, 1972 as document 22093742 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 Helen R. Panozzo a/k/a Helen R. Jones

justly indebted upon Installment principal promissory note bearing even date herewith, payable to the order of the Bank of Elk Grove the principal sum of Seven Thousand Eight Hundred Twenty two & 20/100 Dollars in 60 installments of One Hundred Thirty & 37/100, beginning July 15, 1977 and on the 15th day of each month thereafter, to and including the 15th day of May 1982, with a final payment of the balance due on the 15th day of June 1982, with interest on the principal balance from time to time unpaid at the rate of 12.51 per cent.

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 15th 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 lost clause attached payable first, to the first Trustee or Mortgagee, and second to the Trustee herein; (6) that interest 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 said premises or pay all prior incumbrances and the interest thereon from time to time; and all moneys 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 foreclosure hereof-including reasonable attorney's fees, or any for documentary evidence, stenographer's charges, cost of procuring or compiling 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, or 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 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 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 Cook County of the grantee, or of his resignation,

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, the Cook 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 31st day of May, 1977.

Helen R. Panozzo (SEAL)
Helen R. Jones (SEAL)

This instrument was prepared by Marie M. Melle, Bank of Elk Grove, 100 E. Higgins Road, Elk Grove Village, Ill. 60007

BOX 533

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23 968 367

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Grace Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Helen R. Panozzo a/k/a Helen R. Jones

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of her right of homestead.



Given under my hand and notarial seal this 31st day of May, 1977.

Grace Anderson
Notary Public

Commission Expires My Commission Expires March 17, 1979

COOK COUNTY, ILLINOIS
FILED FOR RECORD
JUN 14 11 02 AM '77

William R. Wilson
RECORDER OF DEEDS
*23988367

Identification No. 612205
CHICAGO TITLE AND TRUST COMPANY, FINANCIAL
By William R. Wilson
Assistant Secretary

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____
FORM 1527 BANCORPUS, INC.

END OF RECORDED DOCUMENT