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TRUST DEED—Second Mortgage—Ins., Rec. and Reuts For Serial Notes Form 2512-R PERFECTION LEGAL FORMS & PRINTING CO., ROCKFORD, ILL.

This Indenture WITNESSETH, That the Grantors, GIOVANNI BARRESI and

SANTA BARRESI, his wife, of the City of Chicago

County of Cook, and State of Illinois for and in consideration of the sum of Two Thousand Five Hundred and no/100 (\$2,500.00) DOLLARS.

In hand paid Convey and Warrant to THOMAS C. RYDELL Trustee.

of the City of Elgin, County of Kane, and State of Illinois, and to his successors in trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits, and all right to retain the possession of said premises after the breach of any of the covenants herein, situated in the City of Chicago, County of Cook, and State of Illinois Lot 29 in Block 1 in Treats subdivision of the North East 1/4 of the South West 1/4 of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

THIS IS A JUNIOR MORTGAGE

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State in which said land is situated. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors, GIOVANNI BARRESI and SANTA BARRESI, his wife, their principal promissory Note bearing even date herewith payable to the order of VITO N. FUSCO and SUSAN FUSCO, his wife, as joint tenants with right of survivorship.

5.00

THE GRANTORS covenant and agree as follows: (1) to pay all prior incumbrances and the interest thereon, at the time and place when and where the same shall be or become due and payable; (2) to pay said indebtedness, and the interest thereon as he did in said notes and coupons provided, or according to any agreement extending time of payment; (3) to pay prior to the time that penalty will accrue on each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (4) within sixty days after destruction or damage to his building or improvements on said premises that may have been destroyed or damaged; (5) that waste on said premises shall not be committed or suffered; (6) to keep all buildings at any time on said premises insured against fire and tornado to their full insurable value, in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies accepted by the holder of the first mortgage indebtedness with loss payable, first, to the first trustee, or mortgagee, and second, to the trustee herein, as their several interests may appear, which policies or policies shall be deposited and remain with said trustee or mortgagee; (7) to keep the said property tenable and in good repair; and (8) not to suffer any mechanic's or other lien on a part of said premises, in the event of failure to pay prior incumbrances, and the interest thereon, so to insure, to pay taxes or assessments, or to make any repairs or to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantors, jointly and severally, shall be liable to pay for such repairs as he may deem necessary to keep the said premises tenable and in good repair; or discharge or purchase any tax lien or title affecting said premises; or compromise, settle and discharge any mechanic's or other lien attaching to said premises, and all moneys so paid, the grantors, jointly and severally, 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 from time of such breach, at the option of the legal holder thereof, without notice, become immediately due and payable and with interest thereon earned interest shall, at the option of the legal holder thereof, be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable auditor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree shall be paid by the grantors, jointly and severally, that the like expenses and disbursements, occasioned by any suit or proceedings wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors, jointly and severally; that expenses and disbursements shall be an additional lien upon said premises, shall be taken as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantors, jointly and severally, shall be liable for the same, and until the period of redemption from any sale thereunder expires, and agree that upon premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession and charge of said premises, and collect such income and the same, less receivership expenditures including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency decree entered thereon, or if not in either matter so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the same under the direction of the Commissioner of the State of Illinois, and the grantors, jointly and severally, shall be liable to the application of the principal sum hereby secured or of the purchase money; or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens, or titles, or the necessity for repair, in advancing money as hereinbefore provided.

IT FURTHER AGREED, that as further and additional security herein said grantors agree to assign and by these presents, do assign, all the rents, issues and profits arising or to arise out of said premises to the said grantee herein and authorize him, in his own name, as assignee or otherwise, to receive, sue for or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary, to institute foreclosure proceedings, to receive possession, to rent and release said premises, or any portion thereof, for such term or terms and on such conditions as he may deem proper, and apply the proceeds thereof, first, to the payment of the expenses and charges against said property, second, to the payment of interest and expenses of this trust including advancements, if any, and, third, to the payment of the principal sum hereby secured, rendering the overplus, if any, to the undersigned when the indebtedness hereby secured shall have been fully paid and cancelled.

IN THE EVENT of the death, inability, removal or absence from said Kane County of the trustee, or of his refusal or failure to act, then, RICHARD S. SCHEFFLOW of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse to act, then 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 trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand and seal of the grantors, this 20th day of March A. D. 1915

This instrument prepared by Thomas C. Rydell 63 Douglas, Avenue Elgin, Illinois 50120 Giovanni Barresi (Giovanni Barresi) Santa Barresi (Santa Barresi)

23 027 589

UNOFFICIAL COPY

State of ILLINOIS }
County of COOK } ss.

I, the undersigned, a Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That GIOVANNI BARRESTI and SANTA BARRESTI, his wife,

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 waiver of the right of homestead.

GIVEN under my hand and Notarial seal, this 20th day of March A.D. 1975

My Commission Expires June 29 1975

Notary Public



COOK COUNTY, ILLINOIS
FILED FOR RECORD
MAR 21 '75 10 57 A.

#23027589

Box No. Box 533

Trust Deed

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TO

WEST, SCHEFFEL, RYDELL & STEFFAN
ATTORNEYS AT LAW
69 DOUGLAS AVENUE
ELGIN, ILLINOIS 60120

Rebecca Legal Forms & Printing Co. Rockford, Ill.

END OF RECORDED DOCUMENT