

# UNOFFICIAL COPY

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

23 052 780

This Indenture, WITNESSETH, That the Grantor is  
EMIL L. NERI and PHYLLIS R. NERI, his wife

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Eighteen hundred two and 16/100 Dollars  
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

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 ap-  
paratus 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 Ninety-six (96) in A.W. Dickinson's Subdivision of that part West of  
Milwaukee Avenue of Lot Eleven (11) in the School Trustees Subdivision  
Section 16, Township 40, Range 12, East of the Third Principal Meridian  
(except the West quarter of said Lot Eleven (11) and except tracts conveyed  
to Lara S. Lowell).

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 Grantors EMIL L. NERI and PHYLLIS R. NERI, his wife  
justly indebted upon their one principal promissory note bearing even date herewith, payable  
NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Eighteen hundred two  
and 16/100 Dollars (\$1802.16) payable in 35 successive monthly instalments  
each of \$50.06 except the final instalment which shall be equal to or less  
than the monthly instalments due on the note commencing on the 10th day of May  
1975, and on the same date of each month thereafter, until paid, with  
interest after maturity at the highest legal rate.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the 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 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 grantors 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 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 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 accrued interest,  
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach, at  
seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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 complainant in connection with the foreclosure here-  
of, including reasonable solicitor's fees, outlays 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 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 given, 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 heirs, executors, administrators  
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 said grantor, or to any party  
claiming under said 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then  
August G. Merkel 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 13th day of April A. D. 1975

Emil L. Neri (SEAL)  
Phyllis R. Neri (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  
EMIL L. NERI and PHYLLIS R. NERI, his wife

personally known to me to be the same person whose name is ERIC 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 12th  
day of April A. D. 19 75

*Margaret M. Peterson*



Property of Cook County Clerk's Office

1975 APR 17 AM 10 45

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5.00

Box No. 216

SECOND MORTGAGE

Trust Deed

EMIL L. NERI and

PHYLLIS R. NERI, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

*J. L. Matte*

Northwest National Title & Trust Co., Chicago  
3985 North Milwaukee  
Chicago, Illinois 60641

23052780

END OF RECORDED DOCUMENT