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

This Indenture, WITNESSETH, That the Grantor<sup>S</sup> Ciro Baccarisi and Maria Baccarisi

of the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ and State of Illinois

for and in consideration of the sum of two thousand seventy five and 40/100ths\*\*\*\*\* Dollars

in hand to CONVEY AND WARRANT to Oak Park Trust & Savings Bank

of the Village of Oak Park 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 apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the city of Berwyn County of Cook and State of Illinois, to-wit:

the N. 17ft. of Lot 35 and the S. 16 ft. of Lot 36 in Block 3  
in the Subdivision of Lots 4 and 5 in the Partition of the W. 51.49  
acres of the W. 1/2 of the N.E. 1/4 and the E. 41 acres of the E. 1/4  
of the N. W. 1/4 of Section 30, Township 39 North, Range 13, East  
of the Third Principal Meridian

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<sup>S</sup> Ciro Baccarisi and Maria Baccarisi

justly indebted upon one principal promissory note bearing even date herewith, payable 59 payments of \$34.59 each and one final payment of \$34.59 beginning on June 5, 1975

This deed was prepared by Phillip J. [Name] of [Address] a resident for the City of [City], 1616 Lake Street, [City]

THE GRANTOR<sup>S</sup> covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in a note 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 submit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on the premises that may have been destroyed or damaged; (4) if it were to said premises shall not be committed or suffered; (5) to keep all buildings now or hereafter on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies approved by the first mortgagee, 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 let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time of times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, or of all prior encumbrances and the interest thereon from time to time, and all money so paid, the grantor<sup>S</sup> agree 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.

IN WITNESS whereof the grantor<sup>S</sup> that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor'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<sup>S</sup> and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor<sup>S</sup>. 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<sup>S</sup> for said grantor<sup>S</sup> and for the heirs, executors, administrators and assigns of said grantor<sup>S</sup> 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<sup>S</sup>, or to any party claiming under said grantor<sup>S</sup>, 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 \_\_\_\_\_ County of the grantor, or of his refusal or failure to act, then \_\_\_\_\_ 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand<sup>S</sup> and seal<sup>S</sup> of the grantor<sup>S</sup> this 6th day of May A. D. 19 75

Ciro Baccarisi (SEAL)  
Maria Baccarisi (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

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State of Illinois }  
County of DuPage } ss.

I, Nancy Jordan  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
Ciro Boccarsi and Maria Boccarsi

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 he 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.

Seen under my hand and Notarial Seal, this 23rd  
day of May A. D. 19 75

*Nancy Jordan*  
Notary Public



By Philip J.  
Clerk for the  
County of DuPage

1975 JUN 2 AM 11 22  
JUN 2 1975 05 200 236012554 A -- Rec 5.00

5.00

Box No. 552

SECOND MORTGAGE

Trust Deed

TO

Oak Park Trust & Savings Bank

as Trustee

2309SS55

END OF RECORDED DOCUMENT