

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

23 184 476

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Guy S. Monte and Phyllis Monte, his wife
hereinafter called the Grantor), of 4817 W. Altgeld Street Chicago Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of \$ 3,841.16 Dollars
in hand paid, CONVEY AND WARRANT to Waldemar E. Buda, Trustee
of 11285 3rd Street, East Treasure Island Florida
(No. and Street) (City) (State)
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 City
of Chicago County of Cook and State of Illinois, to-wit:

Lots 42 and 43 in Block 13 in Edward F. Kennedy's Resubdivision of the
East 1/2 of the South East 1/4 of Section 28, Township 40 North, Range 13,
East of the Third Principal Meridian, in Cook County, Illinois

This document prepared by
John Wesołowski
2990 Milwaukee Avenue Chicago, Ill.

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 Guy S. Monte and Phyllis Monte, his wife are

justly indebted upon One principal promissory note, bearing even date herewith, payable
to BEARER, for \$3,841.16, in monthly installments of,
Fifty (\$50.00) Dollars on the 1st day of September 1975, and \$50.00 or more
on the 1st day of each and every month thereafter and balance if not sooner paid shall
be due and payable on August 1 1980. Interest shall be 8 1/2 on the balance remaining
from time to time unpaid. All delinquent payments shall bear interest at the rate
of 9 1/2 per cent per annum, or any legal amount as prescribed by law, and the install-
ments due after maturity shall bear interest at the highest rate now permitted by
Illinois law.

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 taxes, and all taxes of June in each year, all taxes
and assessments against said premises, and on demand to exhibit receipts therefor; (3) Within thirty 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 secondly to the Trustee herein, as their interests 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 incum-
brances, 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 pay 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 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 fore-
closure hereof—including reasonable attorney's fees, or days for documentary evidence, stenographer's charges, cost of procuring or com-
pleting 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 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 dec-
ree 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 with-
out 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 on file with Guy S. Monte and Phyllis Monte, his wife
COOK County of the grantee, or of his resignation,
refusal or failure to act, Chicago Title & Trust Company 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, 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 and seal of the Grantor S. this 29 day of July, 19 75.

X Guy S. Monte (SEAL)
X Phyllis Monte (SEAL)

23 184 476

UNOFFICIAL COPY

RECORDED BY CLERK
COOK COUNTY ILLINOIS

John J. Wesołowski
AUG 12 PM 12 46

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STATE OF _____
COUNTY OF _____



I, John J. Wesołowski, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Guy S. Monte and Phyllis Monte, 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 29 day of July, 1975.

(Impress Seal Here)

John J. Wesołowski
Notary Public



Commission Expires 1/30/1977



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

MAIL TO:
Valdemar E. Buda
11285- 3rd Street East
Treasure Island
Florida. 337 06

23184476
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT