

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24415673

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Bruno Modolo and Michaelene Modolo his wife  
 (hereinafter called the Grantor), of 262 Merrill Ave. Calumet City Illinois  
 (No and Street) (City) (State)  
 for and in consideration of the sum of Twenty-three-Thousand-Two-hundred-Ninety-Eight-and-00/100 Dollars  
 in hand paid, CONVEY AND WARRANT to John E. Thode, Trustee  
 of 10224 Dolphin Lake Drive Homewood Illinois  
 (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 Illinois County of Cook and State of Illinois, to-wit:

The North 47 feet of Lots 1, 2, 3, and 4 and the North 47 feet  
 of the East 17 feet of Lot 5 in Block 2 in Cryer's Calumet Center  
 Addition, being a Subdivision of the East 1/2 of the North West 1/4  
 of Section 12, Township 36 North, Range 14 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 Bruno Modolo and Michaelene Modolo his wife  
 justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois  
 the sum of Twenty-three-thousand-Two-hundred-Ninety-eight-  
and-0/100 (23,298.00) Dollars in 60 consecutive monthly  
 payments as follows:  
2388.30 on the 15th of February, 1976 and a like sum on  
 the 15th of each and every month thereafter until this note  
 is fully paid.

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 when due 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 now or at any time on said premises; (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 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 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 eight 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 eight 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, outlays 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 suits or proceedings 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 de-  
 cree 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 rights 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 owner is: Bruno Modolo and Michaelene his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,  
 refusal or failure to act, then Richard J. Brennan 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 S and seal S of the Grantor S this 4th day of January, 1978



Bruno Modolo (SEAL)  
Michaelene A. Modolo (SEAL)

This instrument was prepared by Diane Petrosius, Evergreen Plaza Bank, Evergreen Park, Ill.  
 (NAME AND ADDRESS)

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APR 26 PM 12 35  
RECORDS OF DEEDS  
COOK COUNTY ILLINOIS

STATE OF Illinois }  
COUNTY OF Cook } APR-26-78 5 1 7 3 2 24419673 - 058 10.00

I, Edward J. Bourgeois Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bruno Lodolo and Jocelene 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.

Witness my hand and notarial seal this 4<sup>th</sup> day of JANUARY, 19 78.



*Kenneth A. Bourgeois*  
Notary Public

10.00

24419673

BOX No.	SECOND MORTGAGE <b>Trust Deed</b>						
			TO				

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT