

UNOFFICIAL COPY

FORM NO. 2025
JULY, 1975

24515288

GEORGE E. COLE*
LEGAL FORMS

THIS COVENANT AND WARRANTY was made by Robert A. Masciola & Ellenore M. Masciola a/k/a Eleanor M. Masciola
1540 Country Club Lane Elmwood Park Illinois
 (City) (State)

TO THE BANK OF Des Plaines Illinois
1022 Oakton Street (City) (State)

Dollars Fifteen Thousand and no/100

FOR THE PURPOSES OF SECURING PERFORMANCE OF THE COVENANTS AND AGREEMENTS HEREIN, THE FOLLOWING IMPROVEMENTS TO BE MADE ON THE PREMISES, TO-WIT: (1) to erect and install with the improvements hereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and all other improvements, together with all rents, issues and profits of said premises, situated in the City of Elmwood Park, County of Cook and State of Illinois, to-wit:

Lot 4 in Country Club Woodlands, Inc. a Subdivision of the West 1/2 of the North 1/2 of the West 1/2 of the South West 1/4 of Section 36, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Henry (plaintiff) and wife (in right title and by virtue of the homestead exemption laws of the State of Illinois) IN COURT APPLICATION for the purpose of the covenant and agreement herein.

WHEREAS, The Grantor Robert A. Masciola & Ellenore M. Masciola a/k/a Eleanor M. Masciola has hereunto set on record a certain principal promissory note bearing even date herewith, payable as a single payment on December 2, 1975 at the rate of 10.50%, for a total payment due of \$15,776.71

PREPARED BY:
 NAME _____
 ADDRESS _____

This COVENANT AND WARRANTY is made as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or hereinafter provided, or otherwise to any person entitled thereto, time of payment (2) to pay principal on the 1st day of June in each year, all taxes and assessments against said premises, and to demand to exhibit receipts therefor, (3) within 90 days after destruction or damage to said premises or to any building or improvements on said premises that may have been destroyed, damaged or (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 approved by the holder of the first mortgage indebtedness, who in that class designated herein to the first Trustee or Mortgagee, and, upon the Trustee being 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 to so insure, or pay taxes or assessments, or to pay principal on the 1st day of June when due, the grantee or the holder of said indebtedness may require such insurance, or to pay such taxes or assessments, or to discharge or purchase any tax lien or lien arising out of said premises or pay all prior incumbrances and the interest thereon from time to time, and if 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 until he so repays additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and all accrued interest, shall, at the option of the legal holder thereof, upon 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 operation of law.

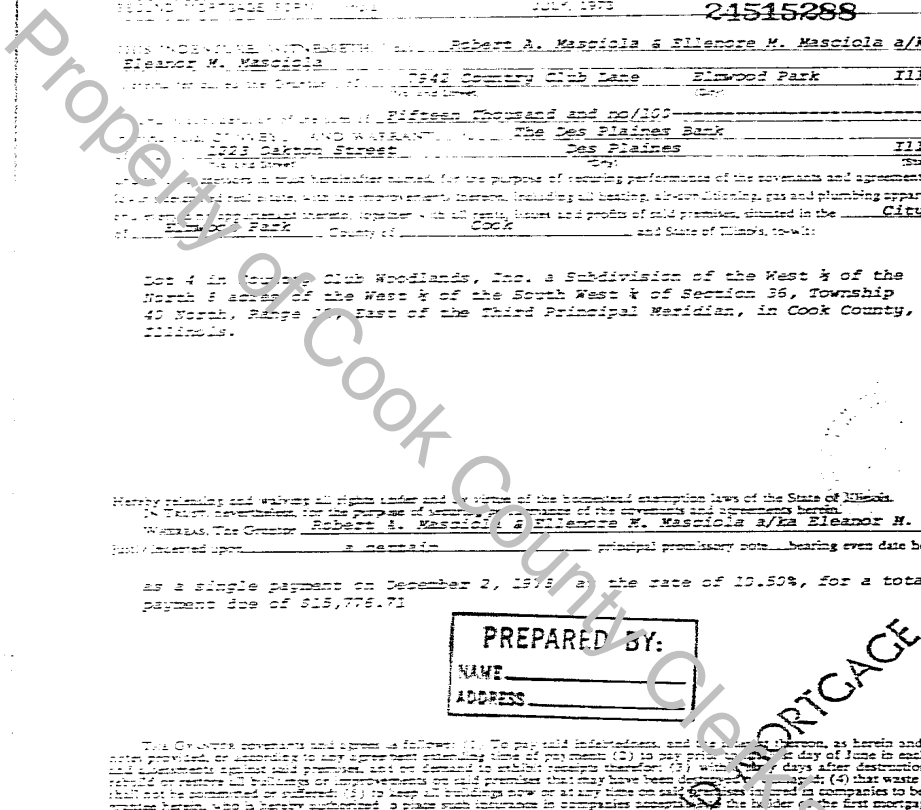
IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereinafter mentioned reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of printing or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor and the like expenses and disbursements, committed by any party proceeding against 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 which may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be diminished, nor release hereof given, until all such expenses and disbursements, and the costs of such, 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 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 without 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 of Robert A. Masciola & Ellenore M. Masciola a/k/a Eleanor M. Masciola County of Cook of the grant, or of his Masciola refusal or failure to sign this instrument, Des Plaines Bank of said County is hereby appointed to be and remain in force until he or any his cause said grant is executed, failed or refused to sign, the party who shall then be the acting Recorder of Deeds of said County, and hereby appoints to be a record 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, said seal of the Grantor, this 5th day of June 19 75

Robert A. Masciola (SEAL)
Eleanor M. Masciola (SEAL)

This instrument was prepared by
Richard B. Gould, Attorney At Law
 1120 W. Northwest Hwy., Mt. Prospect, IL 60056



24515288

1978 JUN 20 PM 1:45

NUMBER 24515288

STATE OF Ill.
COUNTY OF Cook 24515288 10.00

Mary Kay Connolly

a Notary Public in and for said County, in the

presence of me, DO HEREBY CERTIFY that Edward A. Masarina & Suzanne B. Masarina d/b/a Edward & Masarina

personally appeared 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 they signed, sealed and delivered the said instrument to me and voluntarily and for the uses and purposes therein set forth, including the release and

witness of the right of the said Edward & Masarina at this 24 day of June 19 78



Mary Kay Connolly
Notary Public

10.00

24515288

SECOND MORTGAGE
Trust Deed



THE DESPLAINES BANK
1423 BOAKTON ST.
DES PLAINES, ILL. 60018

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office