

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24584525

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Jack A. Gratziana and Gail Gratziana, his wife (hereinafter called the Grantor), of 2039 N. Mannheim Rd., Melrose Park, Illinois (No. and Street) (City) (State) for and in consideration of the sum of Seventy Two Thousand Seven Hundred Ninety-one & 94/100 Dollars in hand paid, CONVEY AND WARRANT to THE NORTHLAKE BANK of 26 W. North Ave., Northlake, 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 following 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 Village of Melrose Park County of Cook and State of Illinois, to-wit:

Lot 99, 100, 101 and 102 (except the East 2 feet of said lots) in F. H. Bartlett's LaGrange Garden Farm, Subdivision in the North-west Quarter of Section 33, Township 40 North, Range 12, 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 S Jack A. Gratziana and Gail Gratziana, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

DEMAND

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 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, in good repair; (6) to pay all taxes and assessments, 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 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, 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 without notice to the Grantor, or 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 receiver is: Jack A. and Gail Gratziana 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 The Chicago Title Insurance Company of said County is hereby appointed to be the 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 eleventh day of August, 19 78

Jack A. Gratziana (SEAL)
Gail Gratziana (SEAL)

This instrument was prepared by Gaza E. Cooke 26 W. North Ave. Northlake, IL 60164 (NAME AND ADDRESS)

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1978 AUG 15 PM 12 23
RECORDED OF DEEDS
COOK COUNTY ILLINOIS

RECORDER *Elmer R. Oliver*

STATE OF ILLINOIS
COUNTY OF COOK AUG 15 1978 113698 24584525 A - REC 10.00

I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jack A. Gratziana and Gail Gratziana, 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 any right of homestead.

Witness my hand and notarial seal this eleventh day of August, 19 78.



Donald L. Thode
Notary Public



BOX No. _____
SECOND MORTGAGE
Trust Deed
JACK A. GRATZIANA and
GAIL GRATZIANA, his wife
TO
THE NORTHLAKE BANK
26 W. North Ave., 60164
Northlake, IL

24584525

GEORGE E. COLE
LEGAL FORMS

Prop. of Cook County Clerk's Office