

# UNOFFICIAL COPY

SECOND MORTGAGE FORM (Illinois)

JANUARY, 1958

LEGAL FORMS

24 683 060

THIS INDENTURE, WITNESSETH, That PETER A. TULLIO and CAROL A. TULLIO, His Wife

(herein after called the Grantor), of the City of Mt. Prospect County of Cook and State of Illinois, for and in consideration of the sum of Eleven Thousand Two Hundred Eighty Six and 24/100ths (\$11,286.24) Dollars in hand paid, CONVEY AND WARRANT S. to The Des Plaines Bank of the City of Des Plaines 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, air-conditioning, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Mt. Prospect County of Cook and State of Illinois, to-wit:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:**

PARCEL 1:  
 UNIT NUMBER 511 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL 1): THAT PART OF LOT 1 IN CRYSTAL TOWERS CONDOMINIUM DEVELOPMENT, BEING A CONSOLIDATION OF LOT A AND OUTLOT B OF TALLY HO APARTMENTS, A DEVELOPMENT OF PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTH EAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 6 DEGREES 45 MINUTES 17 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING OF THE LINE AND BEING HEREIN DESCRIBED; THENCE SOUTH 27 DEGREES 14 MINUTES 43 SECONDS WEST (AT RIGHT ANGLES THERETO) 412.14 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 183.24 FEET TO A POINT ON THE WEST LINE OF LOT 1 AFORESAID 300.00 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 325.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 25.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 25.00 FEET TO A POINT ON THE WEST LINE OF LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 55.02 FEET; THENCE SOUTH 62 DEGREES 45 MINUTES 17 SECONDS EAST 108.21 FEET; THENCE NORTH 27 DEGREES 14 DEGREES 43 SECONDS EAST 120.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT 1 AFORESAID 803.96 FEET NORTHWESTERLY OF THE NORTH EAST CORNER OF SAID LOT; THENCE SOUTH 62 DEGREES 45 MINUTES 17 SECONDS EAST ALONG SAID NORTHEASTERLY LINE 253.96 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS WHICH SAID SURVEY IS ATTACHED AS EXHIBIT A TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED DECEMBER 24, 1974 AND KNOWN AS TRUST NUMBER 33770 AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 23234364 TOGETHER WITH AN UNDIVIDED 1.67 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY) IN COOK COUNTY, ILLINOIS

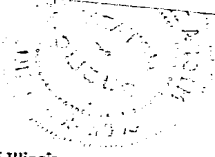
PARCEL 2:  
 EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS DATED MAY 1, 1975 AND RECORDED MAY 22, 1975 AS DOCUMENT NUMBER 23090137 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 33770 TO PETER A. TULLIO JR., AND CAROL A. TULLIO, HIS WIFE RECORDED JULY 1, 1977 AS DOCUMENT 23996040 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

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Property of Cook County MORTGAGE



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 Peter A. Tullio and Carol A. Tullio, His Wife ~~present promissory note~~ bearing even date herewith, payable

justly indebted upon a certain installment monthly in forty eight (48) installments of \$235.13 commencing on the fifth day of November, 1978.

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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 to the first day of June 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 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 incumbrance 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 hereon.

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 foreclosure hereof—including reasonable attorney'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; 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 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 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 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.

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 Des Plaines Bank 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 grantee 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 this 21st day of October, 19 78.

Peter A. Tullio (SEAL)  
Carol A. Tullio (SEAL)

THIS INSTRUMENT WAS PREPARED BY

The Des Plaines Bank  
Beverly Morgese, Ass't. Vice-Pres.

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State of Illinois  
County of Cook

1978 OCT 23 AM 11:44  
RECORDED

RECORDED *Michael B. Kappos*

1. MICHAEL ~~08-28-78~~ 56863

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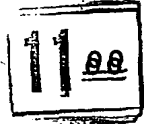
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
PETER A. TULLIO AND CAROL A. TULLIO, HIS WIFE

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 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.

Given under my hand and Notarial Seal, this 21st  
day of October A. D. 19 78.

*Michael B. Kappos*

Notary Public.



of Cook County Clerk's Office

24683060

Box No. ....  
SECOND MORTGAGE  
Trust Deed

TO



THE DES PLAINES BANK  
1223 OAKTON ST.  
DES PLAINES, ILL. 60018

GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT