

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

24 193 673

Geo. F. Cole & Co. Chicago  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor, ROBERT L. FOLEY and MADELINE M. FOLEY, his wife,

of the city of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of TEN and no/100 (\$10.00) Dollars  
in hand paid, CONVEY AND WARRANT to NICK GALLUCCI, 723 S. Carpenter Street,  
of the city of Chicago 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, 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:  
Lot 22 in Block 2 in Chicago in the Canal Trustees' Subdivision of the South East 1/4 of the Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY  
Robert Di Silvestro  
3800 N. Austin Avenue  
Chicago, Ill. 60634

10.00

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 ARE  
justly indebted upon that certain principal promissory note bearing even date herewith, payable to Nick Gallucci, at the rate of One Hundred Dollars (\$100.00) per month commencing December 1, 1977, with a final payment of One Hundred Dollars (\$100.00) due on January 1, 1982, if not sooner paid, said note being without interest.

THE GRANTOR S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or as provided in 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 as demanded for which receipt therefor is within sixty days after description of delinquency is made; (3) To keep all buildings now or at any time on said premises insured in compliance to be so insured by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the lender of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as the interest in any proceeds, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (4) To pay all prior incumbrances and the interest thereon, at the time or times when the same shall become due and payable; (5) In the event of failure to insure, or pay taxes or assessments, or discharge or purchase any lien or title affecting said premises or any all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor S agree 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; (6) In the event of a breach of any of the aforesaid covenants or agreements for the whole of said indebtedness, including principal and all earned interest, shall, at the option of the lender hereof, 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; (7) In addition to the grantor S, that all expenses and disbursements made or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, notary public's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor S, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, or any, may be a party, shall also be paid by the grantor S. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed in costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale has been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of said proceedings, including solicitor's fees have been paid. The grantor S, for said grantor S, and for their heirs, executors, administrators and assigns of said grantor S, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor S, or to any party claiming under said grantor S, appoint a receiver to take possession and charge of said premises with power to collect the rents, issue and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Chicago Title and 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 is 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 S and seal S of the grantor S this 7th day of November A. D. 19 77

MAIL TO:  
Robert Di Silvestro  
3800 N. Austin Ave.  
Chicago, Ill. 60634

Robert L. Foley (SEAL)  
Madeline M. Foley (SEAL)  
Madeline M. Foley (SEAL)

(OVER)

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