

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

24 193 673

BEO E 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,
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 ap-
paratus 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 Block 8 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

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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 and Indebtdees, and the Interest thereon, as herein and in such manner provided, as
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
and to make good all loss or damage thereto, shall not be compensated or offset; (4) to keep all buildings now or hereafter erected on said premises in
good condition, unimpaired to compensate for any damage thereto caused by the grantor himself, which damage is to be repaired by the grantor at his own expense; (5) to pay to the trustee herein on the first
of the first mortgage Indebtdees, with less charge attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee herein on the interest in
my property, which notes shall be held and remain with the said Mortgagor or Trustee until the Indebtdees is fully paid; (6) to pay all prior leases
and the rents and issues therefrom, as and when due; (7) to pay all taxes and assessments.

In the event of failure to pay, or pay taxes or assessments, or the prior Incumbrances, the interest thereon when due, the grantee or the holder
of said Indebtdees, may practice such Injunction, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay
such Incumbrances, or the interest thereon from the date of payment at seven per cent, per annum, shall be so much additional Indebtdees secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said Indebtdees, including principal and all earned interest,
shall, notwithstanding any provision to the contrary, be liable for damages, and for attorney's fees, and for expenses of suit, and for costs of collection, and for
seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the name and all of said Indebtdees had then matured by
express terms.

It is agreed by the grantor, that all expenses and disbursements paid or incurred in behalf of grantee in connection with the foreclosed
title of said premises, embracing foreclosure decree, outlays for documentary evidence, attorney's charges, cost of procuring or completing abstract allowing the whole
title of said premises, or any part of it, to be sold, and all other expenses, including attorney's fees, and incidental expenses, shall be paid by the grantor, and the same
and disbursements shall be an additional item upon and premium above the amount of the Indebtdees, and the same shall be deducted from the Indebtdees in all foreclosure
proceedings, whether decree of sale shall have been entered or not, shall not be diminished, nor a release herein given, until all such expenses
and disbursements, and the cost of suit, including collector's fees have been paid. The grantor, formed grantor, and for the heirs, executors, administrators
and assigns of the grantor, and for the grantee, and for the Indebtdees, and for the person who shall be the acting Recorder of Deeds of said County in hereby appointed to be second
successor in the trust. And if all of the covenants and agreements are performed, the grantor and his successor in trust, shall release said premises to
the party entitled, on receiving his remunerable charges.

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, and first successor fails to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second
successor in the trust. And if all of the covenants and agreements are performed, the grantor and his successor in trust, shall release said premises to
the party entitled, on receiving his remunerable charges.

Witness the hand S and seal of the grantor S this 7th day of November A. D. 19 27

Robert L. Foley (SEAL)

Madeleine M. Foley (SEAL)

Madeleine M. Foley (SEAL)

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

(OVER)

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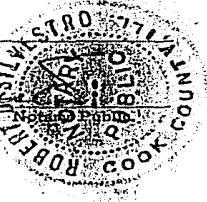
State of Illinois
County of Cook } ss.

I, Robert Di Silvestro,

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Robert L. Foley and Madeline M. Foley, his wife,

personally known to me to be the same person whose name 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.

Given under my hand and Notarial Seal, this 7th
day of November A. D. 1977.

Robert Di Silvestro


Robert Di Silvestro
NOTARY PUBLIC
STATE OF ILLINOIS
#241893673

COOK COUNTY, ILLINOIS
RECEIVED & FILED RECORD
Nov 15 1977 AMH '77

Box No. _____

SECOND MORTGAGE

Trust Deed

To _____

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT