

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

24 311 817

Geo E Cole & Co CHICAGO  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor IRENE M. C. MAGGIO

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of One Thousand and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to JOHN H. HANSON

of the City of Park Ridge 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 four (4) in block six (6) in Hosmer and Mackey's Sub-  
division of blocks one (1) to six (6) and twelve (12) to  
sixteen (16), both inclusive, in the subdivision of the  
West half of the North West quarter of Section two (2),  
Township thirty nine (39) North, Range thirteen (13),  
East of the Third Principal Meridian, in Cook County,  
Illinois

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 IRENE M. C. MAGGIO

justly indebted upon her principal promissory note bearing even date herewith, payable \$1,000.00 January 14, 1975 together with interest thereon at the rate of 7.9% per annum

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of January of 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 or removal of all buildings or improvements on said premises that may have been destroyed or damaged; (4) that when to said premises shall be sold, sold 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 in the event of fire or other casualty, shall place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with insurance attached payable first, to the trustee or Mortgages, and, second, to the Trustee herein as their interests may appear, which policies shall be kept 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 insure, or pay taxes or assessments, or the prior incumbrances 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 lien on said premises or pay all prior incumbrances and the interest thereon from time to time until all money so paid, the grantee agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven (7) percent 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 lender hereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven (7) percent per annum, shall be recoverable by foreclosure hereof or by suit at law, or both, the same as if all of said indebtedness had not matured by express terms.

IN WITNESS whereof the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing hereof—including reasonable solicitor's fees, outlays for disbursements, stenographer's charges, cost of procuring or compiling abstracts showing the whole title of said premises embracing foreclosure thereon, 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 lien on said premises, as such, may be a party, shall also be paid by the grantee. 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 proceeding; which proceeding, whether decreed or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including the filing fees, have been paid. The grantee, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives, and releases, the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Robert G. Cook, Jr. 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 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 14th day of January A. D. 19 74  
Irene M. C. Maggio (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

This instrument prepared by John H. Hanson, 135 So La Salle, Chicago, Ill 60603

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1978 FEB 3 AM 10:25  
RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

RECORDER *Allyn R. Dixon*

State of Illinois }  
County of Cook } ss.

I, ROBERTA M. EDWARDS FEB-3-78 03416 24311817 A - REC 10.15

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that  
Irma M. S. Maggic

personally known 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 she signed, sealed and delivered the said instrument as her 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 14<sup>th</sup>  
day of January A. D. 19 74

Roberta M. Edwards  
Notary Public



Property of Cook County Clerk's Office

10.00 MAIL MAIL

24311817

Box No. \_\_\_\_\_

SECOND MORTGAGE

Trust Deed

TO



Mail to John H. Johnson  
135 So LaSalle Room 1410  
Chicago, Ill 60603

GEORGE COMPANY

END OF RECORDED DOCUMENT