

# UNOFFICIAL COPY

SECOND MORTGAGE  
TRUST DEED

NO. 101NW

26025424

This Indenture, WITNESSETH, That the Grantor<sup>S</sup>

JOSEPH MONTALBANO and CANDICE MONTALBANO, his wife

of the Village of Mt. Prospect County of Cook and State of Illinois

for and in consideration of the sum of Fifty-seven Hundred Twenty-two & 80/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

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 Village of Mt. Prospect County of Cook and State of Illinois, to-wit:

Lot 104 in Woodview Manor Unit 1 being a Subdivision in the North 1/2 of the North East 1/4 of Section 25, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded, June 16, 1960, as Document 17883769 in Cook County, Illinois, commonly known as 1406 Sauk Lane, Mt. Prospect, Ill.

26025421

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<sup>S</sup> JOSEPH MONTALBANO and CANDICE MONTALBANO, his wife, justly indebted upon their one principal promissory note bearing even date herewith, payable NORTHERN ILLINOIS VINYL, DISTRS. for the sum of Fifty-seven Hundred Twenty-two & 80/100 Dollars (\$5722.80)

payable in 59 successive monthly instalments each of \$95.38 and a final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 15th day of Nov. 1961 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR<sup>S</sup> covenant and agree, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in all 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 on said premises, and to demand to be reinstated therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings on said premises in good repair; (6) to keep all buildings on said premises insured in compliance with the requirements of the first mortgage indebtedness, with less than attached payable hereon, to the first Trustee or Mortgagee, 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 grantor 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 hereby.

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 complainant in connection with the foreclosure hereof, including reasonable solicitor'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, or caused by any suit or proceeding wherein the grantor 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, 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, 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 grantor, or of his refusal or failure to act, then August G. Merkel of said County is hereby appointed to be first successor in the trust, and if for any reason 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 a 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 and seal of the grantor this 2nd day of October A. D. 19 81

Joseph Montalbano (SEAL)

Candice Montalbano (SEAL)

(SEAL)

(SEAL)

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State of Illinois } ss.  
County of Cook

I, Patricia Russel

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
JOSEPH MONTALBANO and CANDICE MONTALBANO, his wife

personally known to me to be the same person 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 the right of homestead.

Done under my hand and Notarial Seal, this 2nd  
day of Oct. A. D. 19 81

Patricia Russel  
Notary Public.



Property of Cook County Clerk's Office

26025424

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Box No. 245

**Trust Deed**

JOSEPH MONTALBANO and  
CANDICE MONTALBANO, his wife  
TO  
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LaMoite  
Northwest National Bank of Chicago  
3985 North Milwaukee Avenue  
Chicago, Illinois 60641

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**END OF RECORDED DOCUMENT**