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THIS INSTRUMENT WAS PREPARED BY DEBORAH A. HOLSMAN, 4000 W. NORTH AVENUE, CHICAGO

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

85066325

85066325-34833

CHICAGO RECORDS

This Indenture, WITNESSETH, That the Grantor **Frances Ritacco, Frank C. Ritacco,** her son and **Angelina Marie Ritacco, his Wife** Property Address: **829 S. Carpenter** of the **City** of **Chicago** County of **Cook** and State of **Illinois** for and in consideration of the sum of **Five thousand three hundred ten and 72/100** --- Dollars in hand paid, CONVEY. AND WARRANT to **R.D. McGLYNN, 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 every thing 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 47 in Subdivision of Block 13 in Canal Trustee's Subdivision of the South East 1/4 of Section 17, Town 39 North, Range 14, East of the Third Principal Meridian.** P. R. E. I. #17-17-420-014 *RF*

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 **Frances Ritacco, Frank C. Ritacco, her son and Angelina Marie Ritacco, his Wife**

justly indebted upon **One** principal promissory note bearing even date herewith, payable

payable in **36** successive monthly instalments each of **147.52** due on the note commencing on the **25th** day of **JULY** 19**85**, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

The GRANTEE 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 June in each year, all taxes and assessments on 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 law or at any time on said premises insured in compliance 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; (6) that 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 Mortgagee or Trustee until the indebtedness is fully paid; (7) 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 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 affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and 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 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 accrued 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 by both, the same as if all of said indebtedness had then matured by express terms.

It is AGENY by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof — including reasonable solicitors fees, outlays for documentary evidence, stenographic 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, and may 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 a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantee, 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 and 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

Joan J. Behrendt 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 charge.

Witness the hand and seal of the grantor this **10th** day of **JUNE** A. D. 19**85**.

Frances Ritacco (SEAL)
Angelina Marie Ritacco (SEAL)
Frank C. Ritacco (SEAL)

BOX 22

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UNOFFICIAL COPY

State of Illinois
County of Cook } 515.

I, Rita A. Calamia
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that Frances Ritacco, Frank C. Ritacco, her son and Angelina Marie Ritacco, 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 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.

Gave under my hand and Notarial Seal, this 10th
day of JUNE A. D. 19 85

Rita A. Calamia

Notary Public

My Commission Expires Sept. 10, 1988

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 1321 06/19/85 11:13:00
#6694 # A *-85-066325

56066905

Box No. 22

SECOND MORTGAGE

Trust Deed

TO

R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

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