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TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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2003-01-14 11:12:22
Cook County Recorder 28.50

PREPARED BY AND MAIL TO:
Hegarty, Kowols & Associates
301 W. Touhy
Park Ridge, IL 60068



THIS INDENTURE WITNESSETH, That JOHN A. CAMPANELLI and VENUS K. CAMPANELLI, husband and wife, (hereinafter called the Grantor) of 803 West Sha-Bonee Trail, Mount Prospect, Illinois for in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid, CONVEY AND WARRANT to ANGELO CAMPANELLI and ANTOINETTE CAMPANELLI, as joint tenants, of 4719 Maria Court, Chicago, IL 60656 as Trustee, and to his successors in trust hereinafter named, the followed described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lot 11 and the North ½ of Lot 10 in Block 18 in Prospect Park Country Club Subdivision, being a Subdivision of the Southeast ¼ of Section 11 and the South 15 Acres of the East ½ of the Northeast ¼ of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois. Property Address: 803 West Sha-Bonee Trail, Mount Prospect, IL 60056
P.I.N.: 08-11-415-001 & 08-11-415-012

Hereby releasing and waving 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 is justly indebted upon a principal promissory note bearing even date herewith, payable to ANGELO CAMPANELLI in the amount of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS (\$195,000.00) and interest at 5 percent (%) per annum. All principal and interest due and payable ON DEMAND.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereof, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 that may have been destroyed or damaged; (4) that waste to said premises shall not be committed 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 is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached 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; (6) to pay all prior encumbrances, 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 encumbrances 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 encumbrances 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 thereof from the date of payment at 10% percent 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 hereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 10% percent 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.

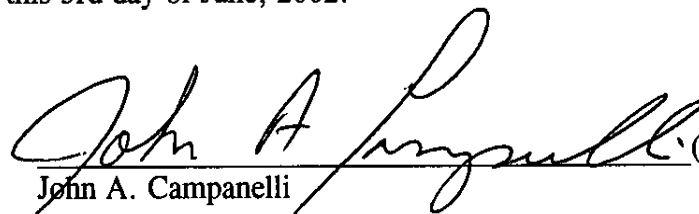
IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred on behalf of plaintiff in connection with the foreclosure hereof-including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of premises embracing foreclosure decree shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

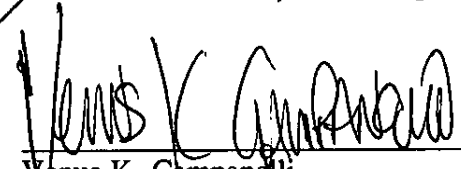
The name of a record owner is JOHN A. CAMPANELLI and VENUS K. CAMPANELLI, husband and wife, as tenants by the entirety.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Mary Catherine LaCorcia, 4719 Maria Court, Chicago, IL 60656 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 Cook County is hereby appointed to be second successor in this trust. And when all of the foresaid 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.

This trust deed is subject to: NONE.

Witness the hand and seal of the Grantor this 3rd day of June, 2002.

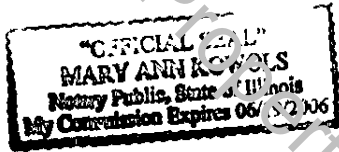
 (SEAL)
John A. Campanelli

 (SEAL)
Venus K. Campanelli

State of Illinois)
) SS
County of Cook)

I, MARY ANN KOWOLS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN A. CAMPANELLI and VENUS K. CAMPANELLI, husband and wife, are 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.

Given under my hand and official seal this 3rd day of June, 2002



Mary Ann Kowols
Notary Public

Notary of Cook County Clerk's Office