

# UNOFFICIAL COPY

1823903 (062)

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TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Giuseppe Seminara & Maria Seminara  
 (hereinafter called the Grantor), of 4425 N. Springfield Chicago, Illinois  
 (NUMBER AND STREET) (CITY) (STATE)  
 for and in consideration of the sum of \*\*\* TWENTY ONE THOUSAND FOUR HUNDRED FOURTEEN AND  
NO/100 Dollars  
 in hand paid, CONVEY AND WARRANT to Lawrence Spade as trustee  
 of 4800 North Western Avenue Chicago, Illinois,  
 (NUMBER AND STREET) (CITY)  
 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, air-conditioning, 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 8 in the resubdivision of Lots 7, 10, 11, 14, 15, 18, 19 and the North 10 feet of Lots 24, 25, and the North 10 feet of the West 26.54 feet of Lot 23 in block 3 in Pearson and Kinne's Addition to Irving Park a subdivision of the South 1/2 of the South West 1/4 of the North West 1/4 of Section 14, Township 40 North, Range 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 Giuseppe & Mari Seminara  
 justly indebted upon One installment ~~of a promissory note~~ bearing even date herewith, payable

to COMMERCIAL NATIONAL BANK OF CHICAGO in instalments as follows:  
 Three Hundred Fifty Six and 90/100 Dollars on the 15th day of April, 1977 and Three Hundred Fifty Six and 90/100 Dollars on the 15th day of each month thereafter, to and including the 15th day of February, 1982, with a final payment of the balance of the loan due on the 15th day of March, 1982, with interest on the principal balance from time to time unpaid at the rate of 11.95 per cent per annum payable monthly.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the due date 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 approved by the trustee herein, 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior mortgages, 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 Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the maximum rate provided by law and 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 the maximum rate provided by law and 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 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 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 trustee 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 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 his 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or inability to act, then Robert Gallagher 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 3rd day of March, 1977.

Giuseppe Seminara (SEAL)  
Giuseppe Seminara  
Maria Seminara (SEAL)  
Maria Seminara

Identification No. 30197

This is to certify that this is the Trust Deed described in note of even date.

By Lawrence Spade TRUSTEE

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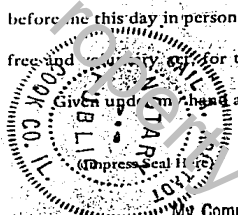
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STATE OF Illinois }  
COUNTY OF Cook } ss.

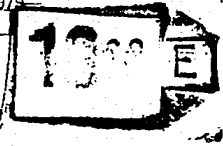
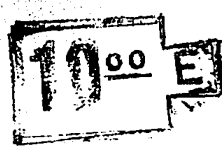
I, Gail Arnstadt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Diuseppe Seminara and Maria Seminara

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 3rd day of March, 19 77.



Gail A. Arnstadt  
Notary Public

My Commission Expires Oct. 3, 1978  
Commission Expires



Cook County Clerk's Office

22851859

BOX NO. 120

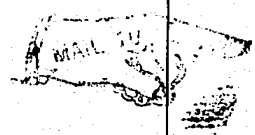
SECOND MORTGAGE

## Trust Deed

GIUSEPPE SEMINARA & MARIA SEMINARA

LOCATION:

4425 N. Springfield, Chicago, IL.



COMMERCIAL NATIONAL BANK  
4800 N. WESTERN AVENUE  
CHICAGO, ILLINOIS 60625

END OF RECORDED DOCUMENT