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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE®
LEGAL FORMS

24794610

THIS INDENTURE, WITNESSETH, That MATTHEW J. ALVERNIA and KATHERINE ALVERNIA, His Wife

(hereinafter called the Grantor), of 1715 Chestnut Des Plaines Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Five Thousand One Hundred Seventy Eight and 77/100ths Dollars

in hand paid, CONVEY AND WARRANT to THE DES PLAINES BANK
of 1223 Oakton Street Des Plaines Illinois
(No. and Street) (City) (State)

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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Des Plaines County of Cook and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO:

Lot 5 in McKay-Nealis Resubdivision of that part of the West 1/2 of the Northeast 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, lying Easterly of a line 40.0 feet Easterly of, measured at right angles to and parallel with the Easterly line of the right of way of the Minneapolis, St. Paul and Saulte Ste. Marie Railroad (excepting therefrom the North 642.03 feet as measured on the East line of the West 1/2 of the Northeast 1/4 of Section 29 aforesaid),

also

That part of Lots 26 to 30 inclusive, taken as a tract, lying Easterly of a line 40.0 feet Easterly of, as measured at right angles to and parallel with the Easterly line of the right of way of the Minneapolis, St. Paul and Saulte Ste. Marie Railroad and all of Lots 31 to 35 inclusive and all of Lots 38 to 50 inclusive all in Ira Brown's Subdivision of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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Clerk's Office

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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 Matthew J. Alvernia and Katherine Alvernia, His Wife justly indebted upon a certain principal promissory note bearing even date herewith, payable

in one (1) installment of \$5,000.00 plus accrued interest.

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 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 secondly 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 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 Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight 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 or 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 eight 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's outlays for documentary evidence, stenographer's charges, costs 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 debt 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 second owner is: Matthew J. Alvernia and Katherine Alvernia, His Wife

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 The Des Plaines Bank 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 29th day of December, 1978

Matthew J. Alvernia (SEAL)
Katherine Alvernia (SEAL)
Matthew J. Alvernia
Katherine Alvernia

This instrument was prepared by Mrs. Beverly Polyak, Assistant Vice President
The Des Plaines Bank (NAME AND ADDRESS)
1223 Oakton St., Des Plaines, Ill.

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