

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25513709

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Nino C. Cisternino

thereinafter called the Grantor), of 1117 S. Western Avenue Chicago Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Six thousand and no/100 -- Dollars  
in hand paid CONVEYS AND WARRANTS to John J. Chiaro, Trustee C/O All State Credit Corp.  
of 5829 W. Irving Park Road Chicago 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 premises, 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 8 in Block 3 in Rawson's subdivision of the east 1/2 of the south east 1/4 of the south east 1/4 of section 13, township 39, North Range 13, east of the Third Principal Meridian (except that part of said lot 8 lying east of a line 50 feet west of and parallel with the east line of said section 13 as condemned for widening Western Ave) 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 Nino C. Cisternino his principal promissory note, bearing even date herewith, payable justly indebted upon

to the order of All State Credit Corporation, promissory note # 2457 dated July 11, 1980 duly signed by Nino C. Cisternino, payable according to the terms and tenor of a certain promissory note even date hereon, Twenty-four (24) monthly installments at Two hundred and fifty dollars and no/100 (\$250.00) per month due August 15, 1981 and of the 15th of every month thereafter till paid in full.

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, 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 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 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 shall become due and payable.

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 fees, charges 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 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, 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 rights 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: Nino C. Cisternino

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 All State Credit Corp., 5829 W. Irving Chgo. 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 11th day of July, 19 80.

Nino Cisternino (SEAL)  
(SEAL)

This instrument was prepared by Dolores Janis C/O All State Credit Corporation  
5820 W. Irving Park Road (NAME AND ADDRESS) Chicago Illinois

25513709

# UNOFFICIAL COPY

1980 JUL 14 PM 12 07

STATE OF Illinois JUL-14-80 ss. 5 5 0 0 0 25512707 -- 80 10.00  
COUNTY OF Cook

I, Robert LaPlume, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Nino C. Cisternino

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and



of his right of home and. Given under my hand and notarial seal this 11th day of July, 19 80.

Robert LaPlume  
Notary Public

Commission Expires 7-11-81



BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
Nino C. Cisternino  
1118 S. Western Avenue  
Chicago Illinois 60608  
TO  
John J. Chiaro, Trustee  
C/O All State Credit Corporation  
5829 W. Irving Park Road  
Chicago Illinois 60634



MAIL TO:  
ALLSTATE CREDIT CORP.  
5829 W. IRVING PARK RD.  
CHICAGO, ILL. 60634  
GEORGE E. COLE®  
LEGAL FORMS

**END OF RECORDED DOCUMENT**