

25715257

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202NW

This Indenture, WITNESSETH, That the Grantor John V. Amato and Kathleen M. Amato (his wife)

of the city of Chicago, County of Cook, and State of Illinois for and in consideration of the sum of fifteen thousand dollars and no/100's Dollars in hand paid, CONTY AND WARRANT to Continental Illinois National Bank and Trust Co. whose principal address is 231 S. LaSalle St. 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 describe real estate, with the improvements thereon, including all heating, 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 35 in Block 2 in Elmore's Ardmore Manor, being a Subdivision of the East 1/2 of the West 1/2 of the South East 1/4 of the South West 1/4 of Section 5, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 5649 N. Moody, Chicago, 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 John V. Amato and Kathleen M. Amato (his wife) justly indebted upon ONE principal promissory note bearing even date herewith, payable in monthly installments of \$238.70 to commence January 10, 1971 with a final payment due December 10, 1990 if not sooner paid.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, 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 against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to whollid 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 to his interest; and the interest thereon, at the time or times when the same shall become due and payable. (6) to pay all prior incumbrances, and the interest thereon, at the time or times 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 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 first 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 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 complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decrees 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, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, covenants, all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 County of the grantee, or of his refusal or failure to act, then any like cause shall 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 28th day of November A. D. 19 80

John V. Amato (SEAL)
Kathleen M. Amato (SEAL)
Kathleen M. Amato (SEAL)
Kathleen M. Amato (SEAL)

this instrument prepared by R.L. Bailey, 231 South LaSalle Street, Chicago, IL. 60693

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1980 DEC 23 AM 9 22

State of Illinois
County of Cook

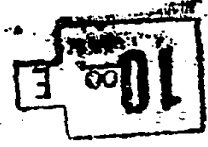
I, James F. Miller
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
John V. Amato and Kathleen M. Amato

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

Done under my hand and Notarial Seal, this 28th
day of November A. D. 19 80

James F. Miller
My Commission Expires _____


Property of Cook County Clerk's Office



25715257

Box No. _____
SECOND MORTGAGE
Trust Deed

TO _____
Continental Illinois National
Bank and Trust Company of Chicago
231 South La Salle
Chicago, Illinois 60693
Connie Cujarrins
Personal Banking
Head Office-Sales

5241252A

END OF RECORDED DOCUMENT