TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

tor and it consideration of the sum of the s

Bank of Commerce in Berkeley

THIS INDENTURE, WITNESSETH, That George J. Montalbano and Evelyn P. his wife

for and in consideration of the sum of Twenty five thousand plus interest

thereinafter called the Grantor), of 1440 Spencer Avenue (No. and Street)

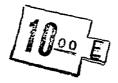
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lowing described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything apparatus thereto, together with all rents, issues and profits of said premises, situated in theVillage
Lot Three handred and sixty-eight (368) (except the North 10 feet thereof) and the North twenty (N 20) feet of Lot Three hundred and sixty-nine (56%) in J. W. McCormack's Westmoreland being a subdivisio in the West hal? (W 1/2) of fractional Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, North of Indian Boundary Line.
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Hereby releasing and waiving all rights under and by virtue of the nomestead exemption laws of the State of Illinois, In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHERLAS, The Grantor George J. Montalbano nd Evelyn P. Montalbano justly indebted upon Installment principal promissory note bearing even date herewith, payable
35 Monthly Payments of \$339.72 begin ing on June 8, 1981 1 Final Balloon Payment of Balance
The second secon
THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereo, as zero and in said note or
The Granton covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereo, as a circumstance or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each yet, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within say days after destructing or dam, a or chuld 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 commuted or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be select to by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first morting a facebook of the first provides, which hose clause attached payable hist, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests, any appears, which policies shall be left and remain with the said Mortgagees or Trustees until the inhebetedness within the interest thereon, at the time or times when the same shall become due and payable.  Is the LVIN of failure so to insure, or pay taxes or assessments, or the paid sincumbrances or the interest thereon when the stantee or the holder of said indebtedness, may procure such insurance, or pay sligh have or assessments, or discharge or purchase by you cannot be affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid are formation agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight percent and all the town of the payment at eight percent and the same with interest the payment at eight percent and the payment of the payment at eight percent.
carned 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 Adatta by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore- losure bereof—inclusioning reasonable attorney's fees, offlavy for documentary evidence, stenographer's charges, cost of procuring or com- betting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like spenses and disbursements, occasioned by any strif of proceeding wherein the grantee or any holder of any part of said indebtedness, as uch, may be a party, shall also be paid by the Organor. All such expenses and disbursements shall be an additional lien upon said premises, hall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether de- rec of sale shall have been entered or more than 100 to the forestime to the costs of suit, including autorney (e.g. have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and signs of the Grantor waives all eight to the possession of, and income from, said premises pending such foreclosure proceedings, and grees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with- ut notice to the Grantor, or organy party claiming under the Grantor are ceiver to take possession or charge of said premises  The promoter of the control of the said premises.  The promoter of the control of the said premises and the control of the said premises of the said premises.
The name of a record owner is: George J. Montalbano and Evelyn P. Montalbano IN THE EVENT of the death or removal from said
Witness the hand seal seal of the Grantor this 5th day of May 19 81
George B. Montalbano (SEAL)  Evelyn P. Montalbano
Rerpice H. Kreichik, Bank of Commerce Parkelou, Ti

(NAME AND ADDRESS)

25867657

117-112st 447469 25867657 / -858 this day in person and acknowledged that they signed, sealed and delivered the said instrument as  $\frac{\mathbf{t}_{11}\mathbf{e}}{\mathbf{E}}$  free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homes cod. HE COUNTY CRAYS OFFICE



10.00

Bank of Commerce 5500 St. Charles Rd. Berkeley, Illinois 60163

END OF RECORDED DOCUMENT