

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25966430

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, that Frank Messina and Florence Messina, his wife

hereinafter called the Grantor(s), of 345 Dickens Northlake Illinois

for and in consideration of the sum of Five thousand seven hundred sixty and no/100 Dollars
herein hand paid, CONVEY AND WARRANTS to John J. Chiaro, Trustee C/O All State Credit Corp.
of 5829 W. Irving Park Rd. Chicago Illinois

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 Northlake County of Cook and State of Illinois, to-wit:

Lot 14 in Block 15 in Section 2 of Country Club Addition to Midland
Development Company's North Lake Village, A Subdivision in the South=
west 1/2 except the South 100 rods, the West 1/2 of the Southeast 1/2 except
the South 100 rods ~~XXXX~~ the South 1/2 of the Northwest 1/2 and the South=
west 1/2 of the Northeast 1/2 all in Section 32 Township 40 North, Range 12,
East of the Third Principal Meridian.

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 Grantors Frank Messina and Florence Messina, his wife
justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of All State Credit Corporation, promissory note #2490 dated
August 7, 1981 duly signed by Frank Messina and Florence Messina, his wife,
payable according to the terms and tenor of a certain promissory note even
date hereon, Thirty-six (36) monthly installments at One hundred sixty and
no/100 (\$160.00) per month due September 14, 1981 and of the 14th 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 Mortgagee 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, of 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 fore-
closure hereof—including reasonable attorney's fees, onlays for documentary evidence, stenographer's charges, cost of procuring or com-
pleting 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 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 dec-
ree 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 with-
out 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: Frank Messina, and Florence Messina, 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 All State Credit Corp. 5829 W. Irving 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(s) this 7th day of August, 1981

Frank Messina (SEAL)

Florence Messina (SEAL)

This instrument was prepared by Dolores Janis C/O All State Credit Corporation
5829 W. Irving Park Rd. (NAME AND ADDRESS) Chgo. Il. 60634

25966430

UNOFFICIAL COPY

1981 AUG 12 AM 10 08

STATE OF Illinois)
COUNTY OF Cook) 580 1 1 7 3 25966430 10.00

I, Robert LaPlume a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Messina and Florence Messina, his wife personally known to me to be the same persons whose names 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 7th day of August 1981



Robert LaPlume
Notary Public



BOX No. _____
SECOND MORTGAGE
Trust Deed
Frank Messina and Florence
Messina, his-wife
345 Dickens
Northlake IL. 60164
TO
John J. Chairo, Trustee
C/O All State Credit Corp.
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

00599692

END OF RECORDED DOCUMENT