

TRUST DEED
MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

25313758

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT WITNESSETH, that Enrico J. Matarazzo and Mary Matarazzo, his wife
 hereinafter called the Grantor(s), of the City of Chicago County of Cook
 State of Illinois for and in consideration of the sum of _____ Dollars
 to have paid CASH AND WARRANTS to John J. Chiaro, Trustee C/O All State Credit Corp.
 of the City of Chicago County of Cook and State of Illinois
 as to be secured by 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 3 in Block 8 in Mills and Sons Subdivision of Blocks 1,2,7 and 8 in
 the Resubdivision of Blocks 1 and 2 in the Foster Subdivision of the East
 1/2 of the Southeast 1/4 of Section 3, Township 39, North Range 19, East of
 the Third Principal Meridian.

But to retain and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois,
 to have, nevertheless, for the purpose of securing performance of the covenants and agreements herein,
 with this, The Grantor Enrico J. Matarazzo and Mary Matarazzo, his wife
 hereby subject to their principal promissory note bearing even date herewith, payable

to the order of All State Credit Corporation, promissory note # 2439 dated
 January 4, 1980 duly signed by Enrico J. Matarazzo and Mary Matarazzo his
 wife, payable according to the terms and tenor of a certain promissory note
 even date hereon, Thirty (30) monthly installments ~~xxx xxxxxxxxxx~~
 at One Hundred Ninety-six dollars (196.00) per month due February 15, 1980
 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
 amendments provided, or 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
 or loss of or to restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that no sale of 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 interest 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 incum-
 brances, 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 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
 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 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 plaintiff in connection with the fore-
 closure hereof—including reasonable attorney's fees, costs 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 fore-
 closure 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.

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 hands and seals of the Grantor(s) this 4th day of January 1980

Enrico Matarazzo (SEAL)
Mary Matarazzo (SEAL)


This document was prepared by
 Dolores Janis C/O All State Credit Corp.
 5829 W. Irving Park Rd, Chicago Illinois

25313758

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Robert LaPlume, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Enrico J. Matarazzo and Mary Matarazzo, 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 redemption.

Given under my hand and notarial seal this 4th day of January, 1980.

Robert LaPlume
Notary Public

1980 JAN 10 AM 9 05



BOX No. _____
SECOND MORTGAGE
Trust Deed
Enrico J. Matarazzo and Mary
Matarazzo, his wife
1052 N. Keystone
Chgo. Il. 60651
TO
John J. Chiaro, Trustee
C/O All State Credit Corp.
5829 W. Irving Park Road
Chgo. Il. 60634

MAIL TO:

ALLSTATE CREDIT CORP.
5829 W. IRVING PARK RD.
CHICAGO, ILL. 60634

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GEORGE E. COLE*
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