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BFC Form 7277-101

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Peter Beltramo, Jr. and Jacqueline Beltramo, his wife, as joint tenants

(hereinafter called the Grantor), of 430 N. Alden Lane Schaumburg Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and no/100 Dollars in hand paid, CONVEY AND WARRANT to Continental Bank of Buffalo Grove, N.A., of 555 W. Dundee Road, Buffalo Grove, Illinois, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following 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 Village Schaumburg County of Cook and State of Illinois, to-wit:

Lot 169 in Strathmore, Schaumburg Unit Number 13, being a subdivision of part of the South 1/2 of the Southwest 1/4 of Section 16, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded September 12, 1972 and known as document number 22047860, in Cook County, Illinois.

Subject to building lines, easements, covenants, conditions and restrictions of record: if any. Commonly known as: 430 N. Alden Lane, Schaumburg, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney K. Olson
RECORDED OF DEEDS

1983 MAY 12 AM 10: 08

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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 Peter Beltramo, Jr. and Jacqueline Beltramo, his wife, as joint tenants indebted upon \$35,000.00 principal promissory note, bearing even date herewith, ~~XXXXX~~ or if renewed, such date as appears on the renewal note.

This Trust Deed/Second Mortgage is executed to secure all future loans that may be made to Peter Beltramo, Jr. and Jacqueline Beltramo, his wife, as joint tenants, as evidenced by Notes reciting that said Notes are to be secured by this Trust Deed/Second Mortgage.

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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 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 rebuild or restore or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee hereon, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause and not payable until the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be left in full force until 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 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 such purchase money lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all monies so paid by the Grantor or fees to pay immediately without demand, and the same with interest thereon from the date of payment at highest legal rate shall be such 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 highest legal rate shall be recoverable by foreclosure thereof, or by sale thereof, 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 made by or in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, sheriff's charges, cost of procuring or completing any act showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the like expenses and disbursements, if any, incurred 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 expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be entered in such foreclosure proceedings; which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, nor release accord 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 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 or records of the Grantor Peter Beltramo, Jr. and Jacqueline Beltramo, his wife, as joint tenants In the event of the removal from said Schaumburg County of the grantee, or of his resignation, refusal or failure to act, then Continental Bank of Buffalo Grove, N.A. of said County is hereby appointed to be the 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 S and seal S of the Grantor S this 3rd day of May, 19 83

(X) *Peter Beltramo Jr* (SEAL)
Mr. Peter Beltramo, Jr.

(X) *Jacqueline Beltramo* (SEAL)
Jacqueline Beltramo


This document prepared by Martha Benante
CONTINENTAL BANK OF BUFFALO GROVE, N. A.
555 W. Dundee Rd.
Buffalo Grove, IL 60090

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Irene F. Chapman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mr. Peter Beltramo, Jr. and Jacqueline Beltramo, 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.

Witness my hand and notarial seal this 3rd day of May, 1983

Irene F. Chapman
Notary Public
Commission Expires December 22, 1985

BOX 533

**SECOND MORTGAGE
Trust Deed**

Peter Beltramo, Jr. and

Jacqueline Beltramo, his wife
TO

Continental Bank of Buffalo Grove N.A.

MAIL TO:

Continental Bank of Buffalo Grove, N.A.
555 West Dundee Road
Buffalo Grove, Illinois 60090

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END OF RECORDED DOCUMENT