

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

26 822 994

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THIS INDENTURE, WITNESSETH, That Joseph Mastruzzo and Marcia Scaduto Mastruzzo, his wife  
 (hereinafter called the Grantor), of 332 Orchard Hillside, Illinois 60162  
 (No. and Street) (City) (State)

for and in consideration of the sum of Two thousand seven hundred and no/100-- Dollars,  
 in hand paid, CONVEY AND WARRANT to LIBERTY BANK  
 of 1500 Roosevelt Road Broadview Illinois  
 (No. and Street) (City) (State)

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  
 of Hillside County of Cook and State of Illinois, to-wit:

The South 85 feet of Lot 55 in Boeger's First Addition to Hillside, a subdivision of part of the West 1/2 of West 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois

COOK COUNTY, ILLINOIS  
 FILED FOR RECORD

*Richard H. Olson*  
 RECORDER OF DEEDS

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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 Joseph Mastruzzo and Marcia Scaduto Mastruzzo justly indebted upon one original promissory note bearing even date herewith, payable

monthly. The first monthly installment of \$ 92.30 due the 7th of November, 1983, with monthly payments of \$92.30 due the 7th of every month. The final payment of the balance due October 7, 1986.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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) to 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 named 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 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 said 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, upon notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, until 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 foreclosure hereof—including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of procuring or completing 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 litigation 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 decree 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 without notice to the Grantor, or 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: Joseph and Marcia Mastruzzo  
 IN THE EVENT of the death or removal from said Illinois County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title and Trust Company 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, this 7th day of October, 19 83

*Marcia Scaduto Mastruzzo* (SEAL)  
*Joseph M Mastruzzo Jr* (SEAL)

This instrument was prepared by Mary Anne Liberty Bank Broadview, IL 60153  
 (NAME AND ADDRESS)

26 822 994

UNOFFICIAL COPY

STATE OF Illinois } ss.  
COUNTY OF Cook

I, Mary Alice Amore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Maria Scudato Mastuzzo and Joseph Mastuzzo

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.

my hand and notarial seal this 7th day of October, 19 83

Mary Alice Amore  
Notary Public



26 822 994

BOX NO. 533

SECOND MORTGAGE  
Trust Deed

MARIA Scudato Mastuzzo

Joseph Mastuzzo

TO  
Liberty Bank

Mail to: Liberty Bank  
1500 Roosevelt Bl  
Berwyn, IL 60153

END OF RECORDED DOCUMENT