

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2202  
April, 1980

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

26908864

THIS INDENTURE WITNESSETH, That James A. Policheri  
and Eileen Policheri, his wife  
(hereinafter called the Grantor), of  
2009 Lee St. Melrose Park, Illinois  
(No. and Street) (City) (State)  
for and in consideration of the sum of Fifty Thousand and no/100--  
Dollars  
in hand paid CONVEY AND WARRANT to  
The NORTHLAKE BANK  
of 26 W. North Ave. Northlake Illinois  
(No. and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

Above Space For Recorder's Use Only

\*\*\*\*\*The North 76 feet of the South 164 feet of the West 165 feet of the North East 1/4 Section 29, 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 Grantor is justly indebted upon their personal promissory note S bearing even date herewith, payable

\*\*\*\*\*DEMAND\*\*\*\*\*

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 hereinafter named, or discharge or purchase any tax, lien or issue 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 14.00 per cent per annum shall be in addition to the indebtedness secured hereby.

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 issue 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 14.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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, outlays for documents, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees, 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 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 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: James A. Policheri and Eileen Policheri, 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 The Chicago Title Insurance 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 of 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.

This trust deed is subject to none

Witness the hand and seal of the Grantor this 19th day of December, 1983.

Please print or type name(s)  
below signature(s)

James A. Policheri (SEAL)  
Eileen Policheri (SEAL)  
James A. Policheri  
Eileen Policheri

This instrument was prepared by Michelle Rosenwinkel; 26 W. North Ave., Northlake, IL. 60164  
(NAME AND ADDRESS)

COOK COUNTY MORTGAGE OFFICE

26908864

UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF DU PAGE } ss.

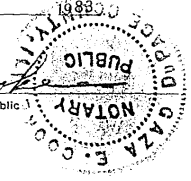
I, Gaza E. Cooke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Policheri and Eileen Policheri

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 official seal this nineteenth day of December

(Impress Seal Here)

*Gaza E. Cooke*  
Notary Public



Commission Expires May 10, 1964

Property of Cook County Clerk's Office

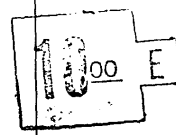
BOX No.  
SECOND MORTGAGE  
**Trust Deed**

James A. Policheri

Eileen Policheri  
TC

The NORTHLAKE BANK  
26 W. North Ave.  
Northlake, Ill. 60164

*Handwritten mark*



GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT