

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 **26908308**

BFC Forms Service, Inc.

THIS INDENTURE, WITNESSETH, That Julius Calderone and Lorraine Calderone,
his wife
 (hereinafter called the Grantor), of 1126 Bellwood Avenue, Bellwood, Illinois 60104
(No. and Street) (City) (State)
 for and in consideration of the sum of \$10,000.00 plus interest (Ten thousand plus interest) Dollars
 in hand paid, CONVEY AND WARRANT to Bank of Commerce in Berkeley
 of 5500 St. Charles Road, Berkeley, Illinois 60163
(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 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 Village
of Bellwood County of Cook and State of Illinois, to-wit:

Lots 32 and 34 (except that part thereof described as follows:
 Beginning at the Southeast corner of lot 34 thence North along the East Line of
 said lot 34 9.77 feet thence West parallel to the South line of Lot 34 70.80
 feet, thence South at right angles to the last described course 1.09 feet, thence
 West at right angles to the last described course 4.23 feet, thence North at
 right angles to the last described course 1.09 feet, thence West parallel to the
 South line of lot 34 19.97 feet to a point in the West line of Lot 34, thence
 South along the West line of lot 34 19.98 feet to the Southwest corner of said
 lot 34 thence East along the South line of lot 34 125 feet to the place of
 beginning) in Bellwood "L" Resubdivision of lots 1 to 16 and 18 and 24 all
 inclusive in William Zelosky's Harrison Street "L" Station Subdivision in
 Southwest quarter of the Northwest quarter Section 16, Township 39 North,
 Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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 Julius Calderone and Lorraine Calderone
 justly indebted upon Installment ~~promissory note~~ bearing even date herewith, payable
 in sixty monthly payments.

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) that waste on 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 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 interest thereon, or the interest thereon, or the holder of said indebtedness, may procure such insurance, or pay the 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, in 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 and 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-
 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 claims 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 the record owner is: Julius Calderone and Lorraine Calderone

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 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 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 Grantors, this 15th day of December, 19 83.

Julius Calderone (SEAL)
Lorraine Calderone (SEAL)
 Julius Calderone
 Lorraine Calderone

This instrument was prepared by Bernice H. Krejchik, Bank of Commerce, Berkeley, Illinois
 (NAME AND ADDRESS)

26908308

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF DuPage } ss.

I, Bernice H. Krejchik, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Julius Calderone and Lorraine Calderone his wife

personally known to me to be the same person s whose name s 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 15th day of December, 19 83

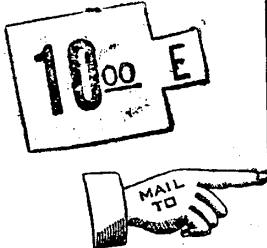


Bernice H. Krejchik
Notary Public

Commission Expires March 23, 1984

27 DEC 83 9:28

DEC-27-83 015035 26908303 A - REC 10.00

BOX No.	SECOND MORTGAGE Trust Deed	TO		Bank of Commerce 5500 St. Charles Road, Berkeley, Illinois 60163	26908308
---------	--------------------------------------	----	--	--	----------

END OF RECORDED DOCUMENT