

UNOFFICIAL COPY

SECOND MORTGAGE
TRUST DEED

NO. 101NW

26025424

This Indenture, WITNESSETH, That the Grantor S.

JOSEPH MONTALBANO and CANDICE MONTALBANO, his wife

of the Village of Mt. Prospect County of Cook and State of Illinois
for and in consideration of the sum of Fifty-seven Hundred Twenty-two & 80/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of 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, gas and plumbing appurtenances, fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the Village of Mt. Prospect County of Cook and State of Illinois, to-wit:

Lot 104 in Woodview Manor Unit 1 being a Subdivision in the North
1/2 of the North East 1/4 of Section 25, Township 42 North, Range 11,
East of the 1st Principal Meridian, in Cook County, Illinois,
according to the Plat thereof recorded June 16, 1960, as Document
17883769 in Cook County, Illinois, commonly known as 1406 Sauk Lane,

Mt. Prospect, IL

26025421

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 S. JOSEPH MONTALBANO and CANDICE MONTALBANO, his wife
justly indebted upon their one principal promissory note bearing even date herewith, payable
NORTHERN ILLINOIS VINYL, DISTR. for the sum of Fifty-seven Hundred
Twenty-two & 80/100 Dollars (\$5722.80)
payable in 59 successive monthly instalments each of \$95.38 and a final
instalment which shall be equal to or less than the monthly instalments due
on the note commencing on the 15th day of Nov. 1981 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

The Grantor S. covenant and agree, as follows: (1) To pay and indebtedness, and the interest thereon, as herein and in full when 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 on said said premises
and to demand to exhibit receipt 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, so that when so done and repaired shall not be considered as sufficient; (4) to keep all buildings now or at any time on
said premises insured against loss by fire, with a minimum coverage of \$10,000.00 per annum, and to secure such insurance in companies acceptable to the holder
of the first mortgage indebtedness, with the clause attached payable first, in the first Trustee or Mortgagee;

which policies shall be left to remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) to pay all pro rata imbursements
and the interest thereon, at the time or times when the same shall become due and payable.

In THE EVENT of failure to insure, or pay taxes or assessments, or the prior imbursement of the interest thereon when due, the grantor or any holder
of said indebtedness, may procure such insurance, or make payment of taxes or assessments, or charge or purchase any tax, fee or title affecting said premises or part
or all prior indebtedness, or the same, from time to time, and all monies so paid, shall be a credit to the grantor, and the same shall be so much additional indebtedness secured hereby, and the same shall bear 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 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 to
express terms.

RECORDED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof,
of, including reasonable solicitor's fees, outlays 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; (1) and the like expenses and disbursements occasioned by any action 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 or not of record, shall not be dissolved or released before given, until all such expenses
and disbursements, and the cost of public advertising, for the same have been paid. The grantee, for said grantor, and for the holder, or holders, of record
and all other of said indebtedness, who were all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agreements
upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party
claiming under said 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, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
August G. Merviel, of said County is hereby appointed to be first successor in this trust, and if for
any 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 a
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.

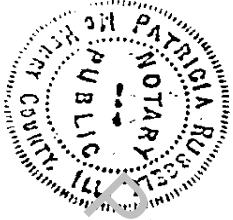
Witness the hand and seal of the grantor this 2nd day of October A. D. 19 81

Joseph MONTALBANO (SEAL)
Candice MONTALBANO (SEAL)

(SEAL)
(SEAL)

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State of Illinois }
County of Cook }



I, Patricia Russell,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
JOSEPH MONTALBANO and CANDICE MONTALBANO, his wife

personally known to me to be the same person 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 the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

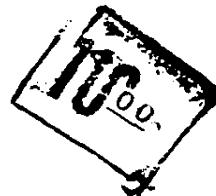
Witness under my hand and Notarial Seal, this 2nd
day of Oct. A.D. 1981

Patricia Russell
Notary Public

12452092

REC'D 10/11/07

SCT-13-81 539932 2007-03-14-102 10.00



Trust Deed

Box No. 246

JOSEPH MONTALBANO, and
CANDICE MONTALBANO, his wife
TO
JOSEPH DEZORNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

J. LaMotte

Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

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END OF RECORDED DOCUMENT