

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26380742

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Stefano Panzarino and Maria Panzarino, his wife

(hereinafter called the Grantor), of 8208 W. Leland Norridge Illinois 60656 (No. and Street) (City) (State)

for and in consideration of the sum of Six thousand three hundred thirty-six and no/100 Dollars in hand paid, CONVEY.S. AND WARRANT.S. to John J. Chiaro, Trustee C/O All State Credit Corp. of 5829 W. Irving Park Road Chicago Illinois 60634 (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 describe 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 _____ of _____ County of _____ State of Illinois, to-wit:

Lot 26 in Block 2 in Lawrence Avenue Gardens being a subdivision of that part East of the center of Tatcher Avenue of Northwest ½ of the Northeast ¼ of Section 14, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County Illinois

26380742

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 Stefano Panzarino and Maria Panzarino, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of All State Credit Corporation, promissory note # 2544 dated October 12, 1982, duly signed by Stefano Panzarino and Maria Panzarino, his wife, payable according to the terms and tenor of a certain promissory note even date hereon, twenty-four (24) monthly installments at Two hundred sixty-four and no/100 (\$264.00) per month till paid in full.

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 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 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 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 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, 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, charges 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 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: Stefano Panzarino and Maria Panzarino, 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 John J. Chiaro of said County is hereby appointed to 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 hands and seals of the Grantors, this 12th day of October, 19 82

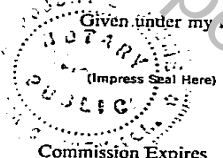
Stefano Panzarino (SEAL)
Maria Panzarino (SEAL)

This instrument was prepared by Dolores Janis C/O All State Credit Corporation
5829 W. Irving Park Road Chicago Illinois 60634

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Robert LaPlume, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stefano Panzarino and Maria Panzarino, 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.



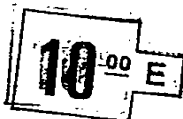
Given under my hand and notarial seal this 12th day of October, 1982.

Robert LaPlume
Notary Public

Commission Expires 7-11-85

OCT 14 AM 9 08

OCT-14-82 645140 25380782 10.00



26380742

BOX NO. _____
SECOND MORTGAGE
Trust Deed
Stefano Panzarino and Maria Panzarino, his wife
8208-W. Leland
Norridge Illinois 60656
TO
John J. Chairio, Trustee
C/O All State Credit Corporation
5829 W. Irving Park Rd.
Chicago Illinois 60634



MAIL TO:
ALLSTATE CREDIT CORP.
5829 W. IRVING PARK RD.
CHICAGO, ILL. 60634
27418892
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT