

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.

27470403

THIS INDENTURE WITNESSETH, That Giuseppe Cappelluti and Giuseppina Cappelluti, his wife

(hereinafter called the Grantor), of 3460 N. Harlem
Chicago, Illinois

(No. and Street) (City) (State)
for and in consideration of the sum of Six thousand Nine hundred
forty-eight dollars and no cents. Dollars

in hand paid, CONVEY S AND WARRANT S to John J. Chiare,
Trustee C/O All State Credit Corp.
of 5829 W. Irving Park Chicago, 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

Unit 1-A together with an exclusive easement in and to Parking Space 1-A as delineated on a survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): The North 77.80 feet of Lot 49 to Collin's and Gauntlett's First Garden Subdivision, a subdivision of Lots 3, 4, and 7 in Assessor's Division of the East 1/2 of Section 24, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "B" to a Declaration of Condominium made by Parkway Park and Trust Co., Trust Number 5170 and recorded to the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 25,298,694. Hereby releasing and waiving all rights under and any title of the homestead exemption laws of the State of Illinois. Continued on reverse side.

INTRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon his principal promissory note bearing even date herewith, payable to the order of All State Credit Corporation promissory note #2529 dated March 7, 1985 duly signed by Giuseppe Cappelluti and Giuseppina Cappelluti, his wife, payable according to the terms and tenor of a certain promissory note bearing even date hereon, Thirty-six (36) monthly payments at One hundred and ninety-three dollars and no cents (\$193.00) per month due April 6, 1985 and on the 6th of every month thereafter 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 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 repair 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 Mortgagee or Trustee 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 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 _____ 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 interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time, at _____ 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 hereon, including reasonable attorney'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; 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 Giuseppe Cappelluti and Giuseppina Cappelluti, 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. Chiare C/O All State Credit Corp. 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 _____

Witness the hand S and seal S of the Grantor this 7th day of March, 19 85

Giuseppe Cappelluti (SEAL)
Giuseppe Cappelluti

Please print or type name(s) below signature(s)
Giuseppina Cappelluti (SEAL)
Giuseppina Cappelluti

This instrument was prepared by Laurie La Scala C/O All State Credit Corp 5829 W. Irving Chgo, IL
(NAME AND ADDRESS) 60634

27470403

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 Giuseppe Cappelluti and Giuseppina Cappelluti,
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 official seal this 7th day of March, 1985

(Impress Seal Here)

Robert LaPlume
Notary Public

Commission Expires July 11, 88

Lot description continued from front side.

together with an undivided 16.67 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey).

11 MAR 85 2:18

REC-11-85 996890 27470403

BOX No.
**SECOND MORTGAGE
Trust Deed**
Giuseppe Cappelluti and Giuseppina
Cappelluti, his wife
3460 N. Harlem #1A
Chicago, Illinois 60634
TO
John J. Chiaro, Trustee
C/O All State Credit Corp.
5029 W. Irving Park
Chicago, Illinois 60634

ADDRESS OF PROPERTY:
3460 N. Harlem #1A
Chicago, Illinois 60634



MAIL TO:
ALLSTATE CREDIT CORP.
5829 W. IRVING PARK RD.
CHICAGO, ILL. 60634

GEORGE E. COLE
LEGAL FORMS
27470403