TRUST DEED SECOND MORTGAGE (ILLINOIS)

COOK COUNTY, ILLINOIS FILED FOR RECORD

27524061

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

1985 APR 25 AM 10: 26

THIS INDENTURE WITNESSETH, That Alex J. Lombardo and Donna M. Lombardo, his wife,

(hereinafter called the Grantor), of 2.144 N. Lafayette Str., Arlington Heights, IL 60004

or sideration of the sum of Fifteen Thousand and No/100

(\$15,7<u>00</u> 00)in hand pau, C. N.EY AND WARRANT to Meadows Credit.
Union, an L. Orp., incorp. under the IL Credit Union

Act 1801-A Hi Ks d., Rolling Meadows, IL 60008 (No and 5 rest) (City (State)

27 524 061

as Trustee, and to his sace see in trust bereinafter named, the following described real estate, with the improver—als thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, a everything appurtenant thereto, together with all rents, issues and profits of said; emis see acted in the Vallage Green, Unit #5, being a Subdivision of part of the East \$\frac{1}{2}\$ of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the Minister Profits of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the Minister Profits of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the Minister Profits of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the Minister Profits of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the Minister Profits of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the Minister Profits of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North, Range 11 East of the North Wese \$\frac{1}{4}\$ of Section 18, Township 42 North 18, Township the Third Principal M ridian, and a resubdivision of part of Lot 11 in George Kirchoff Estate Subdivision of part of Section 12 and 13, Township 42 North, Range 10 East of the Thi d Trincipal Meridian, and part of Section 7 and 18, Township 42 North, Range 1. rast of the Third Principal Meridian, in the Village of Arlington Heights, Wie ling Township, Cook County, Illinois. c/k/a V2344 N. Lafayette St., Arlington Heights, IL 60004; PIN: 03-18-108-016-0000 Hereby releasing and waiving all rights under and by virtue of the honest and complete decemping laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance the company and any performance where the company is possible to the purpose of securing performance and principal promissory note bearing even date herewith; payable whereas.

to Meadows Credit Union in the princip 1 amount of \$15,000.00, payable in 120 installments of \$223.97, bearing interest at the rate of 13% per ainum, as per the tenor of the said Installment Note, subject to a call provision contained in the attacked Bidge. in the attached Rider.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness; and the interest thereon, the tent are in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxe and assessments are any tent of the payment of the payment; (3) within sixty days after destruction or damage to rebuild a soft all build so or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be companied or suffered; (3) skeep, all buildings now are any time on said premises insured in companies to be selected by the grantee herein, who is berefly authorized to place such myrance in companies any time on said premises insured in companies to be selected by the grantee herein, who is berefly authorized to place such myrance in companies are the first mortage indebtedness, with loss clause attacked payable (in) to the first Trustee or Mortage er and second, to the acceptable to the holder of the first mortage indebtedness, with loss clause attacked payable (in) to the first Trustee or Mortage er and second, to the provide of the provided of the pro

premises or pay all prior incumorances and use interest thereon from the date of paymetra 13.00% per cent per annum shall be so much additing the without demand, and the same with interest thereon from the date of paymetra 13.00% per cent per annum shall be so much additing the indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements me whole of said indebtedness, including principal and all earned interest. IN THE EVENT of a breach of any of the aforesaid covenants or agreements me whole of said indebtedness, including principal and all earned interest. In the option of the legal holder thereof, without notice, become individually due and payable, and with interest thereon from time of such bree. In 13.00% per cent per annum, shall be recoverable by the post of the said indebtedness, including principal and all earned interest. In 13.00% per cent per annum, shall be so much additional indebtedness, including principal and all earned interest. In 13.00% per cent per annum, shall be so much additional indebtedness, including principal and all earned interest. In 13.00% per cent per annum, shall be recoverable by the properties of paymetra and payable.

IN THE EVENT of a breach of any of the atoresaid covenants or agreements the whole of said indebtedness, including principal and all earned into shall, at the option of the legal holder thereof, without notice, become in ordinately due and payable, and with interest thereon from time of such bere characteristics.

It is AGREED by the Grantor that all expenses and distorts under the granter of the matured by express terms.

It is AGREED by the Grantor that all expenses and distorts under the granter of the payable, and including reasonable attorney's fees, outlays for documents of vidence; stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees a shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the granter or any holder than 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 light upon said premises, shall be taxed as costs and included in any decree that may be rendered in expenses and disbursements, which proceedings wherein the granter or any holder where decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, such foreclosure proceedings; which proceedings where decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, such foreclosure proceedings, which proceedings with the object of control waits 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 and complete the Grantor and foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to alvy by the claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits whe said premises.

The name of a record

This trust deed is subject to first mortgage of Security Federal Savings & Loan Association

of Chicago

Witness the hand _S and seal_S of the Grantor this _22nd day of _April_

Tombard

(SEAL)

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

Sonna M. Famburds

Donna M. Lombardo

MAIL TO:

This instrument was prepared by <u>Joel Goldman</u>, <u>Bsq., 2 Crossroads of Commerce</u>, <u>Suite</u> (NAME AND ADDRESS) Rolling Meadows, IL 60008 Suite

524

UNOFFICIAL COPY

10000 STATE OF ILLINOIS Jcel Goldman , a Notary Public in and for said County, in the State afores..., CO HEREBY CERTIFY that Alex J. Lombardo and Donna M. Lombardo, his personally known to me to be the same person s whose names are subscribed to the foregoing instrument, appeared before me this da, in p son and acknowledged that _they signed, sealed and delivered the said instrument as _their__ free and volvatary 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 _____ 22.ud _____ day of April (Impress Seal Here) Commission Expires <u>1-1-98</u> Identification NO. 4347 MEADOWS CREDIT UNION, Trustee BY: E. Johnson

MEADOWS CREDIT UNION

GEORGE E. COLE® LEGAL FORMS

UNOFFICIAL COPY

RIDER ATTACHED TO DASOMNIMENTANCE.

TRUSTI DEED AND MADE A PART HEREOF.

THAT CERTAIN NOTE DATED 4/22/8E

MEADOWS CREDIT UNION, AS MORTGAGER

METER!), AND ALEX J. Lombardo

Cardo, his wife

""ORS"). THAT CERTAIN NOTE DATED 4/22/85 MEADOWS CREDIT UNION, *AS MORTGAGEES ("' (RU [TF","), AND Alex J. Lombardo and

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of Pay interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, in-cluding, but not limited to, conveyance by us d or assignment of beneficial interest or Articles of Agreement for Deed or Inst lllme it Contract for Deed, so long as the debt secured hereby subsists, and further in in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor"), de-lare the whole of the debt hereby secured immediately due and payable, and may aval i celf of all rights and remedies; without necessity of election, provided to Mortgagee '"" ustee") under this certain Trust Deed and Installment Note.

Notwithstanding anything contained herein, and to the extent lully allowed by law, the holder of the Note, MEADOWS CREDIT UNION, shall have the opt on at the end of the third, sixth and minth years of the term of this loan, w. 'h dates shall coincide with the third, sixth and ninth anniversary dates of the c.s. u ion of the indenture for Trust Deed and Installment Note, to demand payment in fill of the principal of that Note then due, and all accrued and earned interes to that date. Notice shall be given to Mortgagor ("Grantor") as provided elsewhere it the Install ment Note or Indenture for Trust Deed Second Mortgage. All other notices are herein waived.

Grantors may prepay principal balance secured herein (undersigned obligors may pre lay the principal balance of this Note) at any time without penalty.

alex J. Lombardo

AMMENTAL LOMBARLE Donna M. Lombardo

END OF RECORDED DOCUMENT