

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

27209628

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

THIS INSTRUMENT WITNESSETH, That John P D'Alessandro and Sofia D'Alessandro, his wife

(hereinafter called the Grantor), of 7904 Cressett Elmwood Park, Illinois 60635

for and in consideration of the sum of Four Thousand Nine Hundred Seventy Four Dollars and 12/100 Dollars

in hand paid, CONVEY S AND WARRANT S to Northwestern Savings and Loan Association
of 2300 No. Western Ave., Chicago, Illinois 60647

as Trustee, 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

Lot Twenty Five (25) in Block Thirty Six (36) in Westwood, being Mills and Sons' Subdivision in the West Half (1/2) of Section Twenty Five (25), Township Forty (40) North, Range Twelve (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 is justly indebted upon collateral note bearing even date herewith, payable in installments of \$138.17 commencing with the 9th day of September, 1984.

The undersigned Covenant and Agree that they will not transfer or cause to be transferred or suffer an Involuntary transfer of any interest, whether possessory or otherwise in the mortgaged premises, to any third party, without the advance written consent of the Holder of this Note, and further that in the event of any such transfer by the undersigned without the advance written consent of the Holder of the Note, said Holder may, in its or their sole discretion, and without notice, declare the whole of the debt hereby immediately due and payable.

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 real estate 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 to the first Trustee of mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the Mortgage Trust 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 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 of 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 to time at eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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, 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.

Witness the hand S and seal S of the Grantor this 9th day of September, 1984

John P. D'Alessandro (SEAL)
John P. D'Alessandro

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

Sofia D'Alessandro (SEAL)
Sofia D'Alessandro

This instrument was prepared by Isabelle M. Szkorla 2300 No. Western Ave., Chicago, IL 60647
(NAME AND ADDRESS)

BOX 23

UNOFFICIAL COPY

5-10-84 936061 27209628 A - REC 10.00

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Josephine Valenti, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John P. D'Alessandro and Sofia D'Alessandro,
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 official seal this nineth day of August, 1984.

(Impress Seal Here)

Josephine Valenti
Notary Public

Commission Expires 6-26-86

BOX No. 83

SECOND MORTGAGE
Trust Deed

Richard S & L

2300 So. Western

TO
Cheryl J. Gault

Over - Barbara M. Shaw

27209628
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT