

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

27 296 721

BFC Forms Service, Inc.

AP 38395 J

THIS INDENTURE, WITNESSETH, That Joseph H. Di Clementi and Kathleen A. Di Clementi,  
his wife

(hereinafter called the Grantor), of 800 Vernon Avenue Glencoe, IL  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten Thousand and no/100 Dollars  
in hand paid, CONVEY AND WARRANT to Bank of Northfield  
400 Central Ave. Northfield, IL  
(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 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 CITY  
of Glencoe County of Cook and State of Illinois, to-wit:

Lot 20 (except the South Easterly 16 feet thereof) also the North Easterly 1/2 of the vacated alley lying South Westerly of and adjoining said lot 39 (except the South Easterly 16 feet thereof) and also the South Easterly 1/2 of the vacated alley North Westerly of and adjoining said lot 39 and North Westerly of and adjoining the North Westerly line of said lot 39 extended South Westerly to the center line of vacated alley lying South Westerly of and adjoining said lot 39, all in Charles E. Brown's Subdivision of the South Westerly 450 feet of block 20 in Glencoe, said Glencoe being a subdivision of parts of Section 5, 6, 7, and 8, Township 42 North, Range 13, East of the third Principal Meridian, in Cook County, Illinois

10-00

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 Joseph H. Di Clementi and Kathleen A. Di Clementi

justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable at various dates according to the notes and any extensions or renewals thereof

COOK COUNTY, ILLINOIS  
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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the same 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 pro rata, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interest 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 due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the principal 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, upon 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, costs 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 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: Joseph H. Di Clementi and Kathleen A. Di Clementi

IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then \_\_\_\_\_ 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 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 seal of the Grantor, S. this 3rd day of October, 1984

Kathleen A. Di Clementi (SEAL)  
Joseph H. Di Clementi (SEAL)

This instrument was prepared by Patrick Doland, 400 Central Ave, Northfield, IL 60062  
(NAME AND ADDRESS)

Mail to: Bank of Northfield, 400 Central Ave, Northfield, IL 60062

Box 333 BOX 333

27 296 721

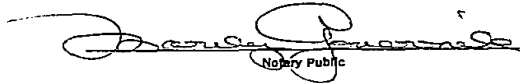
STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Marilyn Governile, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph H. Di Clementi and Kathleen A. Di Clementi

personally known to me to be the same person 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 a 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 3rd day of October, 1984.

(Impress Seal Here)

  
Notary Public

Commission Expires My Commission Expires Feb 23, 1988

Property of Cook County Clerk's Office

27 296 721

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_

END OF RECORDED DOCUMENT