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GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

8 5 1 9 0 0 4 0

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

85190048

THIS INDENTURE WITNESSETH, That Heber Tonella and Patricia Tonella (wife)

(hereinafter called the Grantor), of 300 Gregory Street Wilmette, IL

for and in consideration of the sum of Sixteen Thousand Five Hundred
Twenty and 65/100 Dollars

in hand paid CONVEY AND WARRANTS to Marina Bank
of 307 North Michigan Avenue Chicago, IL

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

LOT NINETEEN (EXCEPT THE WEST 11 FEET THEREOF) (19), LOT TWENTY (EXCEPT THE WEST 11 FEET THEREOF AND EXCEPT THE NORTH SEVEN AND ONE QUARTER (7 1/2) FEET THEREOF) (20), IN GREENVIEW ADDITION TO WILMETTE, IN BAXTER'S SUBDIVISION OF SOUTH SECTION OF WILMETTE RESERVATION, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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 16,525.00 principal promissory note bearing even date herewith, payable

12 MONTHLY PAYMENT OF \$250 PRINCIPAL PLUS INTEREST INCLUDED IN THE PAYMENT. THE FINAL BALANCE IS DUE ON MATURITY OF AUGUST 2, 1986.

PROPERTY INDEXING SERIALIZED

05-35-302-027-0004

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) 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 hereinafter, 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 in force on said Mortgage 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 pay such taxes or assessments, 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 the interest thereon when due, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of two per cent per annum shall be with such 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 of such breach at two 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, outlays for documents, evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure deed, 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 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 deed, sale, may be rendered in such foreclosure proceedings; which proceedings, unless a deed 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 Heber Tonella & Patricia Tonella, 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 Marina Bank or its successors 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 26 day of August, 1985

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

Heber Tonella (SEAL)
Heber Tonella

Patricia Tonella (SEAL)
Patricia Tonella

This instrument was prepared by Deborah A. Houghtlin, Marina Bank, 307 North Michigan Avenue,
Chicago, IL 60601

85190048

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Mary Sullivan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

Debra Tonella and Patricia Tonella 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 25th day of August, 1985.

(Impress Seal Here)

MY COMMISSION EXPIRES
MAY 25, 1987

Commission Expires _____

Mary Sullivan
Notary Public

85-190048

16 SEP 85 9:35

SEP-16 85 3 4 7 2 85190048 A - Fee 11.00

BOX NO.

SECOND MORTGAGE
Trust Deed

TO

11-00-85

GEORGE E. COLE
LEGAL FORMS