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85197855

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Lender to borrow before using or relying on this form. All mortgages are subject to recording and recording fees.

THIS INSTRUMENT WITNESSETH that **Romeo T. Cappetta & Theresa Cappetta - his wife**

residents of the County of **Oak Lawn, Il. 60451**

for and in remembrance of the sum of **Seven thousand six hundred**

forty-one and no/100

of lawful MONEY AND WARRANT TO **Ford City Bank and Trust Co.**

7601 S. Cicero Chicago, Il.

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:

(see attached)

ASSAY SPACES FOR RECORDERS USE ONLY

and State of Illinois, to wit

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 _____ principal promissory note bearing even date herewith payable

Thirty-six (36) consecutive monthly installments of \$ 212.25 each commencing 10-15-85 and maturing Sept. 15, 1988.

PROPERTY INDEX NUMBERS

24-15-204-099-1022
A SA BLK PCL UNIT

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 or 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 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 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 of 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 **14.55** per cent per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants of agreement, the whole of said indebtedness, including principal and all accrued 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 **14.55** per cent per annum, shall be recoverable for loss, insure thereon, 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 document recording, stenographer's charges, cost of procuring or completing abstract - (within the whole title of said premises embracing foreclosing 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 any lien or interest in said premises, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an addition to the debt upon said premises, shall be taxed to costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, 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 the party claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner **Romeo T. Cappetta and Theresa Cappetta - his wife**

IN THE EVENT of the death, removal from said **Cook** County of the grantee, or of his resignation, refusal or failure to act, then **Ford City Bank and Trust Co.** 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 and seal of the Grantor this **10** day of **Sept.** 19 **85**

Romeo T. Cappetta (SEAL)
Romeo T. Cappetta

Please print or type names of below signature(s)

Theresa Cappetta (SEAL)
Theresa Cappetta

This instrument was prepared by **Michael Lahti - 7601 S. Cicero Chicago, Il.** (NAME AND ADDRESS)

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STATE OF Illinois
COUNTY OF Cook } ss.

I, Joan M. Burch a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that Cappella, Romeo T. & Theresa Cappella-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.

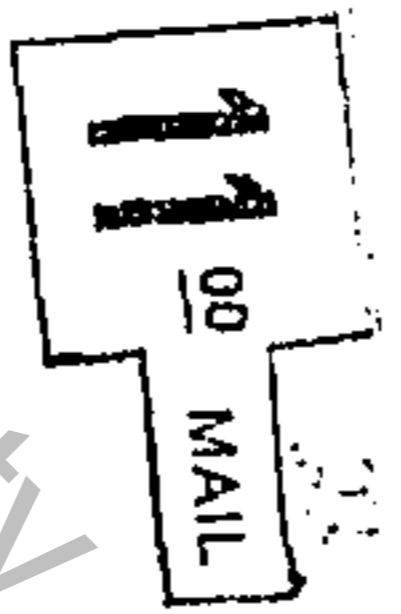
Given under my hand and official seal this 10th day of Sept, 1985

(Impress Seal Here)

Joan M. Burch
Notary Public

Commission Expires

82 31 49 25 02



Unit 11 is delineated on survey of the East half of Lot 23 (except the West 24.0 feet and except the East 17 feet) in Longwood Acres a Subdivis on by the North East quarter and the East half of the North West quarter and the West half of the South East quarter of Section 15, Township 37 North, Range 13, East of the Third Principal Meridian, hereinafter referred to as 'Parcel') which survey is attached as Exhibit 'A' to Declaration of Condominium made by Marquette National Bank Trust Number 3888 recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 20572588 together with an undivided 1.7566 per cent 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) in Cook County, Illinois.

1-85-197855

CALL 558.6658 • 651.42 5807-477

BOX No

SECOND MORTGAGE
Trust Deed

TO

Attn C. Amadio

Ford City Bank and Trust Co.
7601 So. Cicero Ave.
Chicago, Illinois 60652