

FORM NO. 220
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

485 244 405

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

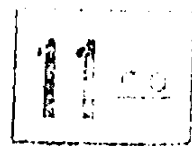
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THIS INSTRUMENT WITNESSETH that ALBERTA ESPOSITO,
divorced and not since remarried-----
(hereinafter called the Grantor), of 5015 North Marmora,
Chicago, Illinois 60630-----
(No and Street) (City) (State)

for and in consideration of the sum of PRINCIPAL-\$15,000.00 and
INTEREST-\$7289.40-----
Dollars

in hand paid, CONVEY AND WARRANT in
MOUNT PROSPECT STATE BANK-----
of 111 E. Busse Ave., Mt. Prospect, Ill. 60056-----
(No and Street) (City) (State)



Above Space For Recorder's Use Only

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, said premises, situated in the County of Cook

and State of Illinois, to-wit: Lot 161 in
William Zelosky's Colonial Gardens, a Subdivision of the West fractional 1/2 of the
South East fractional 1/4 of fractional Section 8, Township 40 North, Range 13, East
of the Third Principal Meridian, in Cook County, Illinois.-----
INDEX NO.: 13-08-41-009 PROPERTY ADDRESS: 5015 N. Marmora, Chicago, Illinois 60630-----

It is provided and agreed that the mortgagee or holder of said note may collect a "late
charge" not to exceed five cents (5c) for each dollar (\$) for each payment more than
ten (10) days in arrears to cover the extra expense involved in handling delinquent
payments.-----

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 one installment note bearing even date herewith, payable to the
MOUNT PROSPECT STATE BANK in the principal sum, including interest, of Twenty-Two
Thousand Two Hundred Eighty-Nine & 40/100 (\$22,289.40) Dollars, the said principal
and interest to be paid in monthly installments of Two Hundred Sixty-Five & 35/100
(\$265.35) Dollars on the 25th day of November A. D., 1985, and Two Hundred Sixty-Five
& 35/100 (\$265.35) Dollars on the 25th day of each and every month thereafter until
said note is paid and except that the final payment of principal and interest, if
not paid sooner, shall become due on the 25th day of October A. D., 1991, with
interest after maturity until paid at the rate of 11.75 per centum per annum.-----

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 repair 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 first Trustee of Mortgage, and second, to the
Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee of 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 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 of such taxes, assessments, insurance, or discharge or purchase of lien or title
indebtedness secured hereby per cent per annum shall be so much additional

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 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 document preparation, stenographer's charges, cost of procuring or complying 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 heretofore 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 of and charge of said premises with power to
collect the rents, issues and profits of the said premises

The name of a record owner is ALBERTA ESPOSITO, divorced & note since remarried-----
Cook County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death, removal from said
CHICAGO TITLE & TRUST COMPANY-----
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 17th day of
Trust Deed has been identified herewith
under Identification No. 2136

October 19 85
Alberta Esposito (SEAL)

Please print or type name(s)
MOUNT PROSPECT STATE BANK,
a corporation of Illinois, Trustee

BY: Thomas E. May, Vice President, Inst. Ln. Dept.
MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill. 60056
(CITY AND ADDRESS)

85 244 405

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, _____ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALBERTA ESPOSITO, divorced & not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 17th day of October, 1985

(Impress Seal Here)

Ann Marie W. Meessmann
Notary Public

Commission Expires 7-15-89

BOX NO. 15
SECOND MORTGAGE
Trust Deed

ALBERTA ESPOSITO, divorced & not

since remarried-----

to

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee--

PROPERTY ADDRESS:

5015 North Marmora
Chicago, Illinois 60630

RETURN DOCUMENT TO: BOX NO. 15

Mount Prospect State Bank
ATTN: Mrs. W. Meessmann
Inst. Ln. Dept.

10/17/85

GEORGE E. COLE
LEGAL FORMS

85 244 405

Property of Cook County Clerk's Office