

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

5/10/86
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THIS INDENTURE WITNESSETH that **DONNA I. ZICCARELLI**,
divorced and not remarried

(hereinafter called the Grantor) of **39 LeMoyné**
Parkway, Oak Park, Illinois

for and in consideration of the sum of **FIFTEEN THOUSAND AND**
NO/100 (\$15,000.00) Dollars

in hand paid, CONVEY ^S AND WARRANT ^S to **ATLANTA**
POSTAL CREDIT UNION, a Georgia Corporation
of **3900 Crown Rd., Atlanta, Georgia**

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**

DEPT-01 RECORDING **86197681** 912 25
T#4444 TRAN 0220 05/19/86 10:32:06
#3010 # D *-86-197681

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

LOT 4 IN BLOCK 9 IN FAIR OAKS TERRACE, BEING A SUBDIVISION OF THE EAST 50 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 17, 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 **12** personal promissory notes bearing even date herewith, payable

in 120 equal monthly installments as follows:

\$219.71 on June 6, 1986 and \$219.71 on the 6th day of each successive month thereafter to May 6, 1996, inclusive.

12 COOK COUNTY MORTGAGE

86197681

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon as herein and in said notes provided, or according to any agreement extending time of payment, if the same when due in each case, is not taken care of by payments against said premises, and on demand to exhibit receipts therefor; (2) within sixty days after destruction or damage to, or the loss of, all buildings or improvements on or about premises that may have been destroyed, damaged, or lost, to cause to be replaced, repaired, or otherwise restored, and to keep buildings on or about premises insured in companies to be selected by the grantor hereon, and to keep authorized to place such insurance on companies acceptable to the holder of the first mortgage in the premises, with the same amount of coverage as provided in the first mortgage, and to pay to the Trustee herein as their interest may appear, when payable, the full amount of the interest, principal, taxes, and all other charges and expenses on the indebtedness as fully paid; (3) to pay all prior incumbrances, and the interest thereon, at all times and times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes, or assessments, or the principal or interest, or to discharge any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and a lien in favor of the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, **12.5** percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants, the holder of said indebtedness, including principal and all earned interest, shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at **12.5** percent per annum shall be so much additional indebtedness secured hereby.

IT IS AGREED by the Grantor that all expenses and disbursements paid in connection with the foreclosure hereof, including reasonable attorney's fees, shall be paid by the Grantor, including her charges, cost of procuring a verdict of foreclosure, and the whole title of said premises embracing foreclosed interest shall be paid by the holder thereof, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as a party, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall, in an additional lien on said premises, shall be added as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether by law or by contract, shall have been entered into, and shall not be dismissed, nor shall the same be given up, until all such expenses and disbursements, and all amounts due on account of interest, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to enforce 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 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 **DONNA I. ZICCARELLI**
Cook

IN THE EVENT of the death or removal from said **Cook** County of the grantor, or of his resignation, refusal or failure to act, then

and if for any like cause said first successor fails or refuses 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 grantor or his successor in trust, shall release said premises to the party entitled, on account of the performance of the same.

This trust deed is subject to **see attached page identified as RIDER for additional provisions.**

Witness the hand and seal of the Grantor this **6th** day of **May**, 19**86**

Donna I. Zicarelli (SEAL)

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

This instrument was prepared by **Daniel O. Hardis, 601 Lee St., Des Plaines, IL 60016**

NAME AND ADDRESS

8-10:08

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, DANIEL O. HANDS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DONNA I. ZICCARELLI

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 8th day of MAY, 1986.

(Impress Seal Here)


Notary Public

Commission Expires 11/25/86

BOX No

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

RIDER

1. CALL OPTION

"At any time after the expiration of three years from the date of the Note, the Lender shall have the option to require payment in full of the sums secured by the security instrument. If Lender elects to exercise this "Call Option", a written notice of such election shall be sent to the Borrower who shall pay all such sums to Lender on or before the payment date specified in the notice, which date shall be at least sixty (60) days from the date of the mailing of the notice. If Borrower fails to pay such sums on or before said payment date, Lender may invoke any remedies permitted by the note, security instrument, or otherwise permitted by law."

2. "The Grantee herein being a Corporation operated for the benefit of its members, it is expressly agreed by and between the parties hereto, that in the event Grantor herein sells, conveys or otherwise transfers title to the above-described property or any interest therein without the prior written consent of Grantee (Atlanta Postal Credit Union) herein, the entire unpaid balance of the principal and interest, at the option of Grantee, shall become immediately due and payable."

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