

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

88032884

THIS INSTRUMENT WITNESSETH, That  
Nicholas A. Bruno  
and Kathleen A. Bruno, his wife.

(Hereafter called the Grantor) of  
22410 Imperial Drive, Richton Park, IL 60477

for and in consideration of the sum of  
Ten Thousand and No/Cents Dollars

in hand paid, CONVEY AND WARRANT in Matteson  
Richton Bank, as Illinois Banking Corporation  
of Rt. 30 & Kostner Ave., Matteson, Illinois 60443

12.00

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  
rights, issues and profits of said premises, situated in the County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

Lot 64 in Buena Vista's Lakewood Manor Unit Number 2, a Subdivision of part of the  
East half of the North West quarter of Section 33, Township 35 North, Range 13 East  
of the Third Principal Meridian, in Cook County, Illinois.  
PIN# 31-33-102-013  
CKA# 22410 Imperial Drive, Richton Park, IL.

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 \$10,000.00 principal promissory note bearing even date herewith, payable  
in 60 months of principal and interest to mature on 1-15-93

This Trust Deed covers all renewals, conversions, or extensions of the promissory  
note mentioned above.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, hereon and in said note or notes provided,  
or according to any agreement extending time of payment, (2) to pay when due on 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 on said premises shall not be committed or suffered; (5) to keep all buildings, structures or  
any time on said premises insured in companies to be selected by the trustee herein, which is hereby authorized to place such insurance in companies  
acceptable to the holder of the first mortgage indebtedness, with loss or house attached partial interest in the first mortgage indebtedness, and to pay  
Trustee herein as their interests may appear, which policies shall be left and remain with the trustee herein, and the grantor and the indebtedness shall  
paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when they 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 grantor or the  
holder of said indebtedness, shall procure such insurance, or pay such taxes or assessments, or first mortgage purchase any tax lien or sale affecting said  
premises or pay all prior incumbrances and the interest thereon from time to time, and all taxes or assessments shall be paid, the Grantor agrees to repay immediately  
without demand, and the same with interest thereon from the date of payment, at 11.50 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 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 11.50 per cent per annum, shall be recoverable by the holder thereof, and the holder of said indebtedness had  
then incurred by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff or owner in will, the foreclosure hereof,  
including reasonable attorney's fees, outlays for document preparation, recording, stamping and charges, cost of preparing or making an abstract showing the  
whole title of said premises embracing foreclosure proceedings, shall be paid by the Grantor and the holder of the first mortgage, and the holder of any  
sum or proceeding wherein the grantor or any holder of part of said indebtedness, as such may be a party, shall pay the same. All such  
expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree or order 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 trustee 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 date in which such complaint is filed, may advance 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 said premises.

The name of a record owner is Nicholas A. Bruno and Kathleen A. Bruno, his wife.

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

Chicago Title and Trust Company

of said County is hereby appointed to be the successor in 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 grantor or his successor in  
trust, shall release said premises to the party entitled, on receiving his reasonable charges.

XXXXXXXXXXXXXXXX

Witness the hand and seal of the Grantor this 15th day of January 1988

Nicholas A. Bruno (SEAL)

Kathleen A. Bruno (SEAL)

Please print or type names of  
both signatories

This instrument was prepared by Lynne Tumej, Matteson Richton Bank, Rt. 30 & Kostner Ave.  
Matteson, IL 60443

Box 15

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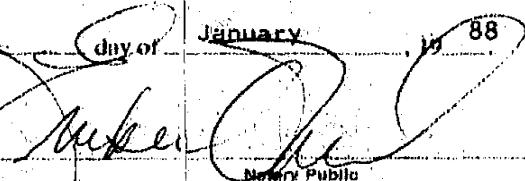
STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nicholas A. Bruno and Kathleen A. Bruno, 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 15th day of January, 1988

(Impress Seal Here)



Notary Public

Commission Expires August 5, 1989

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 JAN 22 PM 12:49

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BOX No.

SECOND MORTGAGE

**Trust Deed**

Nicholas A. Bruno and

Kathleen A. Bruno

TO

Matteson Richton Bank

Rt. 30 & Kostner Ave. Matteson, Ill.

22410 Imperial Drive  
Richton Park, Ill. 60471

MAIL TO:

MATTESON-RICHTON BANK  
Rt. 30 at KOSTNER AVE.  
MATTESON, ILLINOIS 60443

GEORGE E. COLE  
LEGAL FORMS