

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE ILLINOIS

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THIS INDENTURE WITNESSETH, That Mark Ippolito and Laurie Ippolito, his wife
(hereinafter called the Grantor), of
2235 Sunset, Inverness, IL 60067
for and in consideration of the sum of Twenty-Two Thousand Two
Hundred Ninety-Five and 60/100 Dollars
in hand paid, CONVEY AND WARRANT to The Northlake Bank
of 26 W. North Ave., Northlake, IL 60164

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:

Above Space For Recorder's Use Only

See reverse side:

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s): 02-17-308-044
Address(es) of premises: 2235 Sunset, Inverness, IL 60067

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is just indebted upon the 21st principal promissory note bearing even date herewith, payable

\$538.26 on the twentieth day of May A.D. 1988;
\$538.26 on the twentieth day of each and every month thereafter for fifty-eight months, and a final payment of \$538.26 on the twentieth day of April 20, A.D. 1993.

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 all taxes, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction, 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 on said premises, with loss clause attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee herein as their interests may require, the which premium shall be left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances and the interest thereon at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so insure, or pay taxes or assessments, or the other encumbrances 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 encumbrances 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 14.50 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 the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured, or by express terms.

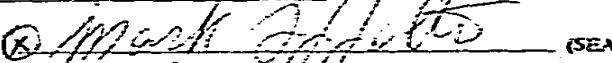
IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorneys' fees, outlays for supplementary evidence, stenographer's charges, costs of preparing or completing abstract showing the whole title of said premises embracing the fixture decree—that shall be paid by the Grantor and the holder of premises and disbursements occasioned by any suit or proceeding wherein the Grantor 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 item 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 there be an execution or not, shall not be dismissed, nor release hereof give up all such expenses and disbursements, and the costs of suit, including a attorney's fees, have been paid. The Grantor for the Grantor and for his heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, and premises referred to in 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

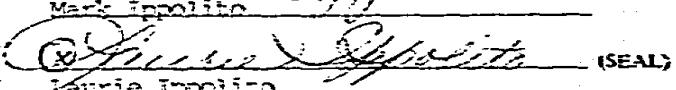
The name of a second owner is Mark Ippolito and Laurie Ippolito, his wife

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 The Chicago Title and 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 holder or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to none.

Witness the hand and seal of the Grantor this 8th day of April 1988


(SEAL)
Mark Ippolito


(SEAL)
Laurie Ippolito

This instrument was prepared by Jean Spoden c/o The Northlake Bank, 26 W. North Ave.,
(NAME AND ADDRESS)
Northlake, IL 60164

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STATE OF Illinois }
COUNTY OF Cook } ss.

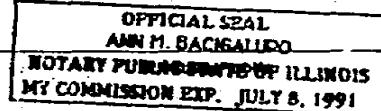
Ann Bacigalupo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Ippolito and Laurie Ippolito, his wife

personally known to me to be the same persons whose name 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 8th day of April, 1988.

(Impress Seal Here)

Commission Expires July 8, 1991



The West 270 feet of the East 805 feet of the West 1715 feet of that part of the South $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 17, Township 42 North, Range 10, East of the Third Principal Meridian, lying North of the South line of the North 55 rods of said South $\frac{1}{2}$ of the South West $\frac{1}{4}$ and South of a line 650 North of and parallel to the South line of said South West $\frac{1}{4}$ (except that part lying South of the following described line commencing at a point 19.44 feet North of the South line of the North 55 rods measured along the West line of the West 270 feet; thence East to a point in the East line of said West 270 feet, a distance of 20.27 feet measured North of the South line of the North 55 rods), in Cook County, Illinois.

APR-19-88 16160 88161691-A - Rec

12.00

88161691

SECOND MORTGAGE
Trust Deed

BOX No.

Mark-Ippolito-(6620)

Laurie Ippolito

To

The Northlake Bank

26 W. North Ave.

Northlake, IL 60164



1:22 APR 88

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12.00E