

TRUST DEED

SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Victor N. Melillo & Frances M. Melillo, his wife

(hereinafter called the Grantor), of

804 Maple Drive, Chicago Heights, Illinois

(City and Street) (City) (State)

for and in consideration of the sum of Seventeen Thousand and No/100

(\$17,000.00) Dollars

in hand paid, CONVEY AND WARRANT to

Beverly Bank-Matteson

of Route 30 & Kostner Ave., Matteson, Illinois

(City and Street) (City) (State)

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 and promises, situated in the County of Cook and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 3 in Block 7 in Olympia Highland a subdivision of the North West 1/4 of the South West 1/4 of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian (except the East 265 feet of the North 623 feet) being 37 acres more or less and that part of the East 1/2 of the South West 1/4 of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian lying westerly of the westerly line of Dixie Highway cut-off and a North of a line 2403.72 feet South of and parallel to the East and West center line of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian except that part of the North 576 feet lying westerly of the westerly line of Dixie Highway cut-off of the East 1/2 of the South West 1/4 of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian according to the plat thereof recorded April 14, 1955 as Document No. 16204705 and Torrens Document No. 1587740 in Cook County, Illinois.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 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, (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 first 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 Trustee or Mortgagee 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 become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, or interest thereon when due, the grantee of the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.50% 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 12.50% 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 documentary evidence, a notary public, a photographer's charges, cost of procuring or completing 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, whether decree shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of such proceedings, 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Victor N. Melillo & Frances M. Melillo, his wife

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

Chicago Title & Trust Co. of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor shall 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 MORTGAGE IS A SECOND MORTGAGE

Witness the hand and seal of the Grantor this 11th day of December, 19 89

X Victor Melillo (SEAL)
VICTOR N. MELILLO

X Frances Melillo (SEAL)
FRANCES M. MELILLO

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

and please mail to:

This instrument was prepared by Eva Delnegro, Beverly Bank-Matteson, Rt. 30 & Kostner Ave., Matteson, IL 60443
(NAME AND ADDRESS)

89615122

Handwritten initials

UNOFFICIAL COPY

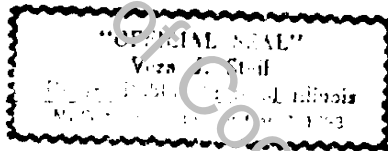
STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Victor N. Melillo and Frances M. Melillo

personally known to me to be the same person, 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 11th day of December, 1989.

(Impress Seal Here)



Vera J. Stave
Notary Public

Commission Expires

89615123

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

This instrument was prepared by Beverly Bank-Matteson, Rt. 30 & Koetner Ave., Matteson, IL 60443

and please mail to:

FRANCIS M. MELILLO (SEAL)

X *Francis Melillo*

VICTOR N. MELILLO (SEAL)

X *Victor Melillo*

Witness the hand and seal of the Grantor this 11th day of December 19 89

and if for any like cause and first success... shall release and premises... party entitled, on receiving his reasonable charges.

IN THE COUNTY OF COOK, Illinois, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be the first successor in this trust.

IN THE EVENT of the death or removal from office of the grantor, refusal to act, then the name of a record owner is: Victor N. Melillo & Francis M. Melillo, his wife

The name of a record owner is: Victor N. Melillo & Francis M. Melillo, his wife... shall be recoverable by foreclosure... 12.50% percent annum.

THE GRANTEE covenants and agrees as follows: (1) To pay said indebtedness... (2) To pay when due in each year... (3) To pay when due in each year... (4) That when due in each year...

This trust deed covers all renewals, conversions, or extensions of the promissory note mentioned above.

71 payments of \$336.79 and a final payment of the balance due on the 72nd.

IN WITNESS whereof, the purpose of securing performance of the covenants and agreements herein... 32-17-314-014

Permanent Real Estate Index Number: 32-17-314-014

Address of premises: 804 Maple Drive, Chicago Heights, Illinois

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

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TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202 February, 1988

GEORGE S. COLE LEGAL FORMS

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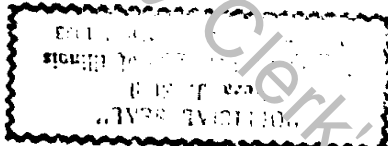
Box No

SECOND MORTGAGE
Trust Deed

TO

89615123

Property of Cook County Clerk's Office



(Impress Seal Here)
Commission Expires

Theresa J. Cole
Notary Public
Given under my hand and official seal this 11th day of December, 1989.

wave of the right of homestead.

instrument, they free and voluntary act, for the uses and purposes therein set forth, including the release and appeared before me this day in person and acknowledged that they signed, sealed and delivered the said personally known to me to be the same person, whose name are subscribed to the foregoing instrument.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Victor N. Melillo and Frances M. Melillo

STATE OF Illinois }
COUNTY OF Cook }
as.

GEORGE E. COLE
LEGAL FORMS