

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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86789030078-A Rec

13.00

THIS INDENTURE WITNESSETH, That Joseph Bertolli and Diane Bertolli, his wife

(hereinafter called the Grantor), of 1743 N. 76th Avenue, Elmwood Park, IL 60635

for and in consideration of the sum of Fifteen Thousand and No/100 (\$15,125.00)

in hand paid, CONVEY AND WARRANT to Edison Credit Union an IL corp. incorp. under the IL Credit Union Act of 300 W. Adams, Suite 330, Chicago, IL 60606

89030078

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 of said premises, situated in the County of Cook

and State of Illinois, to-wit: Lot 36 and Lot 37 (except the North 15 feet thereof) in Block 4 in Forest View Gardens, a Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 40 North, Range 12, 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.

Permanent Real Estate Index Number(s): 12-36-416-043

Address(es) of premises: 1743 N. 76th Avenue, Elmwood Park, Illinois 60635

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

WHEREAS, The Grantor is justly indebted upon 8 principal installment bearing even date herewith, payable

to Edison Credit Union in the principal amount of \$15,125.00 payable in 120 monthly installments of \$207.40, bearing interest at the rate of 10.98 per annum, as per the tenor of the said Installment Note.

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 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 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 first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment 10.98 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 holder 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 hereon from time of such breach at 10.98 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, stenographer'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; which proceeding, 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 Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, gives 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: Joseph Bertolli and Diane Bertolli, 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 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 the first mortgage of Fidelity Federal Savings & Loan Association of Berwyn, dated February 12, 1987 and recorded as Document No. 87095752

Witness the hand and seal of the Grantor this 11th day of January, 1989.

Joseph Bertolli (SEAL)  
Joseph Bertolli

Diane Bertolli (SEAL)  
Diane Bertolli

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

MAIL TO:

This instrument was prepared by Joel Goldman, Esq., 2 Crossroads of Commerce, Suite 310, Rolling Meadows, Illinois 60008 AND ADDRESS)

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Joel Goldman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Bertolli and Diane Bertolli, his wife

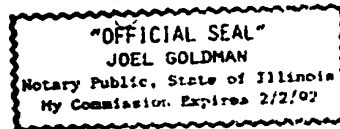
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and official seal this 11th day of January, 19 89.

(Impress Seal Here)

*Joel Goldman*  
Notary Public

Commission Expires 2-2-92



Identification No. 4242  
EDISON CREDIT UNION, Trustee

BY: Victoria Kinder

63030078

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
JOSEPH BERTOLLI  
and  
DIANE BERTOLLI, his wife  
TO  
EDISON CREDIT UNION,  
an Illinois corporation

MAIL TO:  
JOEL GOLDMAN  
ATTORNEY AT LAW  
TWO CROSSROADS OF COMMERCE  
ROLLING MEADOWS, IL 60008  
GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED AND MADE  
A PART HEREOF TO THAT CERTAIN NOTE  
DATED January 11, 1989  
EDISON CREDIT UNION, AS MORTGAGEE  
("TRUSTEE"), and Joseph Bertolli and  
Diane Bertolli, his wife  
AS MORTGAGORS ("GRANTORS")

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including, but not limited to, conveyance by deed or assignment of beneficial interest or Articles of Agreement for Deed or Installment Contract for Deed, so long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Installment Note.

Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

Joseph Bertolli  
Joseph Bertolli

Diane Bertolli  
Diane Bertolli

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