

# UNOFFICIAL COPY

FORM NO. 22-2  
(4-1-1990)

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

90471295

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

THIS INDENTURE WITNESSETH that Anthony P. Spata and Mary J. Spata, his wife,

hereinafter called the Grantor(s), of 1146 Arthur Ave. Berkeley, Illinois

for and in consideration of the sum of Eight Thousand One Hundred Thirty One & 26/100 Dollars

in hand paid, CONVEY AND WARRANT to National Bank of Commerce of 5500 St. Charles Rd. Berkeley, Illinois

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 premises situated in the County of Cook

in the State of Illinois, to wit: Lot 18 in Block 12 in H. O. Stone and Company's Ber Elm Addition A Subdivision of Part of the South West Fractional 1/4 of Section 6, Township 39 North, Range 12 East of the Third Principal Meridian and part of the North West 1/4 of Section 7, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. Permanent Real Estate Index #15-06-305-307-0000 Property Address: 1146 Arthur Ave. Berkeley, Illinois 60163

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 certain covenants and agreements hereon.

WHEREAS The Grantor is justly indebted upon ~~XXXXXX~~ promissory note bearing even date herewith payable in 60 monthly payments of \$174.77 each beginning October 11, 1990

THE GRANTOR covenants and agrees and allows to pay said indebtedness and the interest thereon as herein and hereinafter provided or according to any agreement extending time of payment to pay when due in cash, by all taxes and assessments against said premises, and on demand to exhibit receipts therefor within thirty days after destruction or damage, repairs or testing or improvements on said premises that may have been destroyed or damaged, or that waste on said premises shall be repaired or removed, to keep all buildings on said premises in good repair, to be selected by the grantee herein, who shall be required to place such insurance on a company acceptable to the holder of the first mortgage indebtedness, which was caused or caused payable to the holder of the first mortgage indebtedness, and to the Trustee herein as their interests may appear, which policies shall be kept in force and in full until the indebtedness is fully paid, to pay all premium, insurance, and the interest thereon, at the time it comes due and payable.

IN THE EVENT of failure to insure or pay taxes or assessments, or the premium, insurance, or interest thereon when due, the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or charge the cost of such insurance and tax liens to the affecting said premises or pay all premium, insurance, and the interest thereon from time to time, and the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of \$15.50 per cent per annum shall be so much added to the indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, or the failure to pay said indebtedness, including the principal and all earned interest, shall, at the option of the legal holder thereof, within thirty days after the time when the same is due and payable, and with interest thereon from the time of such breach at 15.50 per cent per annum, shall be so payable to the holder thereof, in the sum of \$15.50 per cent per annum, if such the same as said indebtedness had then matured by express terms.

IT IS WARRANTEED by the Grantor that all expenses and disbursements, including reasonable attorney's fees, incurred in connection with the enforcement of this mortgage note, including reasonable attorney's fees, shall be paid by the Grantor, and the holder of said indebtedness, including the principal and all earned interest, and the cost of proceeding where the grantor or his holder, or 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 on said premises, shall be taken as liens and included in any decree that may be rendered in such foreclosure proceedings, which proceedings or other decree of sale shall have been entered or not, and in the dismissed, and to be paid by the Grantor until all such expenses and disbursements, including attorney's fees, have been paid. The Grantor will defend the Grantor and his heirs, executors, administrators and assigns, and the Grantor waives all right to the possession of, and quiet enjoyment of, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed the Grantor shall be deemed to have authorized and without notice to the Grantor, or the holder of said indebtedness, to take possession of and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a recording party is Anthony P. Spata and Mary J. Spata, his wife.

IN THE EVENT of the death of the Grantor(s) from said Cook County, Illinois, the County Clerk is hereby appointed to be the first successor in this trust, and if for any like cause said first successor fails to refuse to act, the person who shall then be the Acting Recorder of Deeds of said County is hereby appointed to be the 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 to receive his reasonable charges.

This trust deed is subject to First Mortgage

Witness the hand and seal of the Grantor this 7th day of September 1990

Anthony P. Spata (SEAL)  
Mary J. Spata (SEAL)

13<sup>00</sup>

Please print or type names of both signatories

This instrument was prepared by C. Matricciano/National Bank of Commerce 5500 St. Charles Rd. Berkeley, Il. 60163

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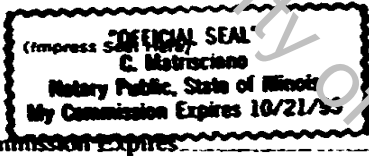
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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I. C. Matrisciano, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony P. Spata and Mary J. Spata, his wife.

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 notarial seal this 7th day of September, 1990.



I. C. Matrisciano  
Notary Public

90471295

Property of Cook County Clerk's Office

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_  
\_\_\_\_\_

5500 La Graven Rd.  
Berkeley, Illinois 60163