

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

30495714

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THIS INDENTURE WITNESSETH that Salvatore W. Dodaro & Kathleen F. Dodaro, his wife

(hereinafter called the Grantor), of 3111 Grand Boulevard, Brookfield, Illinois 60513

for and in consideration of the sum of Sixteen thousand one hundred Twenty Five and NO/100 ----- (\$16,125.00) --- Dollars in hand paid, CONVEY AND WARRANTS to Edison Credit Union an IL corp. incorp. under the IL Credit Union Act of 300 W. Adams, Suite 330, Chicago, Illinois 60606

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

Above Space For Recorder Use Only

rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to wit: Lots 37 and 38 in block 61 in S.E. Green Second Addition to Granddale being a Subdivision of the West 1/2 of the West 1/2 and the North 1/2 of the North 1/2 of the Northwest 1/4 of Section 34, Township 39 North, Range 11 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) 15-34-100-062  
Address(es) of premises: 3111 Grand Boulevard, Brookfield, Illinois 60513

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted to a principal ~~XXXXXX~~ bearing even date herewith, payable

to Edison Credit Union in the principal amount of \$16,125.00, payable in 84 monthly installments of \$280.43, bearing interest at the rate of 10.9% per annum, as per the tenor of the 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, which policies shall be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee; and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in force until the said 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 shall become due and payable

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the principal or interest thereon when due, the grantee of 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 all moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10.9 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 10.9 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 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 a 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 Salvatore W. Dodaro & Kathleen F. Dodaro, 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 first mortgage of St. Paul Federal Bank for Savings, dated May 1, 1989 and recorded as Document No. 89215533

Witness the hand and seal of the Grantor this 19th day of September, 1990

14<sup>00</sup>

*Salvatore W. Dodaro* (SEAL)  
Salvatore W. Dodaro

*Kathleen F. Dodaro* (SEAL)  
Kathleen F. Dodaro

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

MAIL TO: This instrument was prepared by Joel Goldman, Esq., Two Crossroads of Commerce, Rolling Meadows, Illinois 60008 (NAME AND ADDRESS) 30495714

# UNOFFICIAL COPY

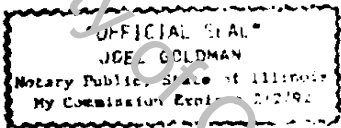
STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Joel Goldman a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Salvatore W. Dodaro & Kathleen F. Dodaro, his wife

personally known to me to be the same person s whose name s 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 19th day of September, 19 90.

(Impress Seal Here)



*Joel Goldman*  
Notary Public

Commission Expires

Identification No. 4613

EDISON CREDIT UNION, Trustee

BY: V. H. H.

BOX No. 30495714  
SECOND MORTGAGE  
**Trust Deed**

TO

**JOEL GOLDMAN**  
Attorney At Law  
Two Crossroads Of Commerce  
Rolling Meadows, IL 60008

**GEORGE E. COLE**  
LEGAL FORMS

# UNOFFICIAL COPY

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RIDER ATTACHED TO TRUST DEED AND NOTE  
SECURITY AGREEMENT AND DISCLOSURE  
STATEMENT ("NOTE") AND MADE A PART  
HEREOF TO THAT CERTAIN TRUST DEED AND  
NOTE DATED September 19, 1990  
EDISON CREDIT UNION, AS MORTGAGEE  
("TRUSTEE"), AND Salvatore W. Dodaro &  
Kathleen F. Dodaro, his wife  
AS MORTGAGORS ("GRANTORS")

1. 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.

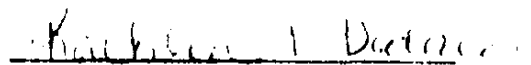
2. Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

3. The payment of the Note is secured by the Trust Deed Second Mortgage on the following real estate in Cook County, Illinois: 3111 Grand Boulevard, Brookfield, Illinois 60513.

4. In the event Grantors First Mortgage is released of record and the Note securing it shall be paid in full while the instant Note and Mortgage subsist, the Grantor shall give immediate notice of same to Mortgagee ("Trustee") and shall establish a pledge-account with Mortgagee equal to the annual general real estate taxes assessed on the mortgaged premises. This shall be an "escrow-like arrangement" pursuant to the Illinois Mortgage Escrow Account Act Ill.Rev.Stat. Cha. 17, Sec. 4901 (1987).

30495714

  
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Salvatore W. Dodaro

  
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Kathleen F. Dodaro