

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INSTRUMENT WITNESSETH, That

James A. Rossi Jr.

(hereinafter called the Grantor), of

11255 S. Avenue "H" Chicago Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of

-TEN- Dollars

in hand paid, CONVEY AND WARRANT S. to

Jose J. Reyes

of 3832 Johnson Hammond Indiana  
(No. 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 of said premises, situated in the County of Cook

and State of Illinois, to-wit:  
Lots 50 and 51 in Block 7 in Phillip's Subdivision of the Northeast  
1/4 of the Northeast 1/4 of Section 18, Township 36 North, Range 15,  
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): 30-18-216-010

Address(es) of premises: 752 Buffalo Avenue, Calumet City, Illinois 60409

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

WHEREAS, The Grantor is justly indebted upon one principal promissory note bearing even date herewith, payable in installment

in installments as follows; \$500.00 dollars on the 3rd day of October 1993, and \$500.00 dollars on the 3rd day of each month thereafter, to and including the 3rd day of December, 1993 with interest on the principal balance from time to time unpaid at the rate of 25 percent per annum payable on December 3, 1993 in full payment of principal and interest of \$11,250.00 (Eleven-Thousand Two-Hundred & Fifty Dollars)

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 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 Trustee of Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with 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 prior incumbrances, 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 all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of \_\_\_\_\_ percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements of the Grantor of said indebtedness, including the 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 \_\_\_\_\_ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same of 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 compiling 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 stay hereof given, until all such expenses and disbursements, and the costs thereon, including attorney's fees, have been paid. The Grantor for the Grantor and/or 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 a 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:

James A. Rossi Jr.

IN THE EVENT of the death or removal of said

Lake

County of the grantee, or of his resignation, refusal or failure to act, then

LIJANA REYES

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 above mentioned installment agreement

Witness the hand and seal of the Grantor this 3rd day of September, 1993

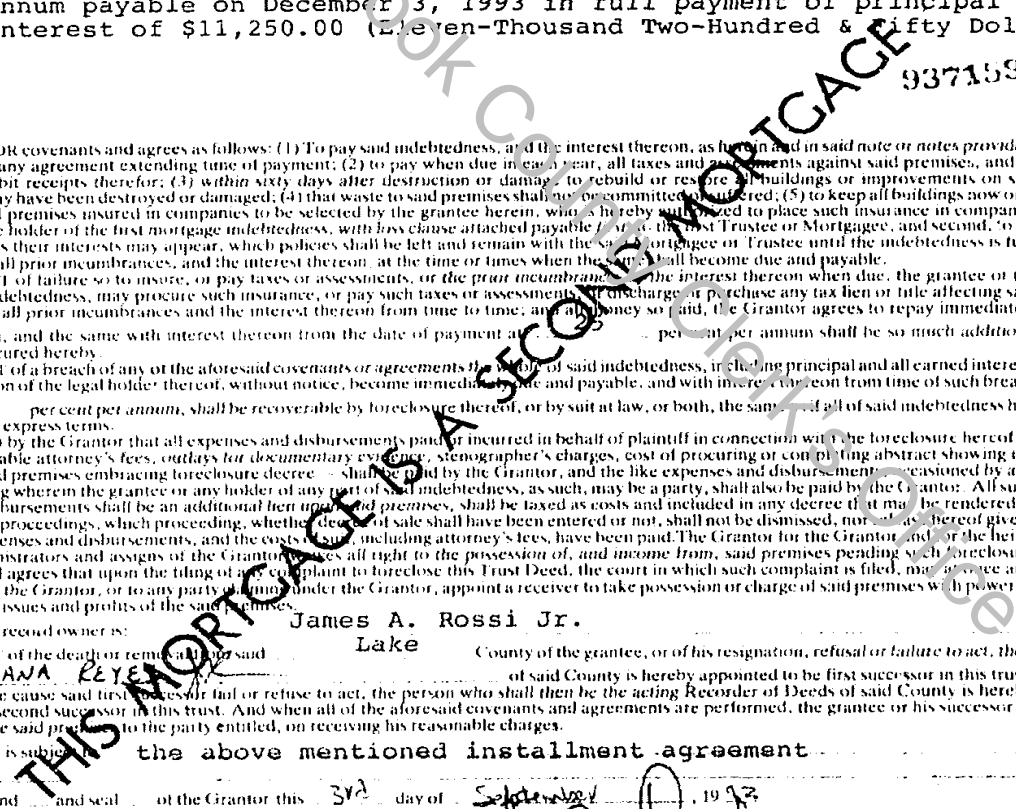
James A. Rossi Jr. (SEAL)

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

This instrument was prepared by David H. Ortiz & Associates 3521 E. 106th St. Chicago, Ill. (NAME AND ADDRESS)

Return to: David H. Ortiz & Associates  
3521 E. 106th St  
Chicago, Illinois 60617

DEPT-01 RECORDING \$23.50  
T#3333 TRAN 1494 09/08/93 10:40:00  
#1885 # \*-93-715993  
COOK COUNTY RECORDER  
Above Space For Recorder's Use Only



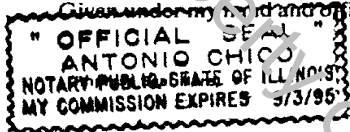
# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Antonio Chico, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Rossi Jr.

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

Gives under my hand and official seal this 3rd day of September, 1993



Antonio Chico  
Notary Public

Commission Expires 9/3/95

93715993

BOX No. \_\_\_\_\_

SECOND MORTGAGE  
**Trust Deed**

James A. Rossi Jr.  
TO

Jose J. Reyes

GEORGE E. COLE®  
LEGAL FORMS