

TRUST DEED AND MORTGAGE  
(ALL PURPOSES)

UNOFFICIAL COPY

95724708

THIS INSTRUMENT WITNESSETH, That the undersigned as grantors of (Chicago) County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to DONATO ALBANESE and ANTONIETTA ALBANESE, husband and wife, of (Chicago) County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to wit:

DEPT-01 RECORDING \$23.50  
TR0010 TRAM 3123 10/24/95 12:03:00  
49363 & C.J. 9-95-724708  
COOK COUNTY RECORDER  
DEPT-10 FENALTY \$20.00

Allow Space For Recorder Use Only

Lot 6 in Block 21 in E.H. Bartlett's Fifth Addition to Bartlett Highlands, a subdivision of the West 1/2 of the Northeast 1/4 of Section 18, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

33 50  
91 20

THIS IS A JUNIOR (SECOND) MORTGAGE.

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): 19-18-224-030-0000 Address(es) of Real Estate: 5812 S. Rutherford Avenue, Chicago, IL 60638

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon, and to keep the property tenantable and to good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9% interest thereon, become due immediately without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to wit: Five years (60 months) after date for value received (we) promise to pay to the order of DONATO ALBANESE and ANTONIETTA ALBANESE the sum of ELEVEN THOUSAND THREE HUNDRED and no/100 (\$ 11,300.00) Dollars at the office of the legal holder of this instrument with interest at 9% per cent per annum after date hereof until paid, payable at said office, as follows: monthly payments of \$90.96 beginning 11/13/95 and thereafter each 13th of each succeeding month thereafter until fully paid.

And to secure the payment of said amount (we) hereby authorize irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be the first successor in this trust, and if for any like cause first successor fails or refuses 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 the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture. \*except the remaining principal balance shall be due and payable to 311 S. OCTOBER 13, 2000, or not earlier paid. Borrower shall have full pre-payment privileges without penalty.

Witness our hands and seals this 13th day of October 1995

LEGAL  
COURT  
FILE NAME IS  
OR LESS  
OPERATIONS

Antonietta Albanese (SEAL)  
WILLIAM KUMENIZIENSKI  
Donato Albanese (SEAL)  
ANTIA KUMENIZIENSKI

This instrument was prepared by Alicja G. Florca, 9616 S. Pulaski Rd., Chicago, IL 60629

95724708

TODAY'S INSURANCE

Box

# Trust Deed and Note

# UNOFFICIAL COPY

MAIL TO DOMINION FINANCIAL SERVICES  
SUITE 3000  
SPRINGFIELD, ILLINOIS

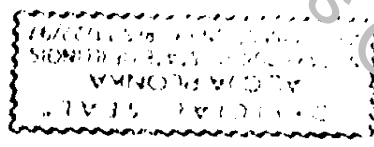


GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

80242236

Commission Expires 12/22/97



*George E. Cole*  
Notary Public

Given this 13th day of October 1995

waver of the right of homestead  
instrument as trustee, 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 is set forth subscribed to the foregoing instrument,  
husband and wife, MAI DEMAR KOMENDZINSKI and ANITA KOMENDZINSKI,  
State of Illinois, County of Cook, in and for said County, in the

STATE OF ILLINOIS  
COUNTY OF COOK