

UNOFFICIAL COPY 96793745

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

DEPT-01 RECORDING \$23.50
T#7777 TRAN 1316 10/21/96 11:56:00
#1348 # RH *-96-799745
COOK COUNTY RECORDER
DEPT-10 PENALTY \$20.00

THIS INDENTURE WITNESSETH, THE PETER N. ALONZO AND LORETTA J. ALONZO

(hereinafter called the Grantor), of 2222 S. Lombard Ave., Berwyn, Il. 60402

for and in consideration of the sum of TWENTY FIVE THOUSAND (\$25,000.00) Dollars in hand paid, CONVEY AND WARRANT to BRUNO LISZKA AND KATHLEEN LISZKA

of 8734 Plainfield, Lyons, Il. 60534

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:

Above Space For Recorder's Use Only

Lot 34 in Block 5 in Henry H. and Jessie S. Walker's Subdivision of Blocks 5 and 6 in Subdivision of the North West quarter of Section 29, Township 39 North, Range 13, East of the Third Principal Meridian, Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, in Cook County, Illinois.

Permanent Real Estate Index Number: 16-29-103-025-0000
Address(es) of premises: 2222 S. Lombard Ave., Berwyn, Il. 60402

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable

in installments as follows: Seven Hundred Ninety-Five Dollars (\$795.00) on the 1st day of November, 1996 and Seven Hundred Ninety-five Dollars (\$795.00) on the 1st day of each month thereafter, to and including the 1st day of October, 1998, with a final payment of the balance due on the 1st day of November, 1998, with interest on the principal balance from time to time unpaid at the rate of nine percent (9%) per annum, payable monthly on the whole amount of said principal sum remaining from time to time unpaid.

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 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 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 all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 9 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, 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 9 percent 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 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 release hereof given, until all such expenses and disbursements, and the cost 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 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: Peter N. Alonzo and Loretta J. Alonzo

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 estate of grantor 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 existing 1st mortgage with Bancplus Mortgage and 1996 real estate taxes

Witness the hand and seal of the Grantor this 1st day of October, 1996

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

Handwritten calculations: 2350 + 20 = 2370, 2370 + 13.50 = 2383.50

Signatures of Peter N. Alonzo and Loretta J. Alonzo with (SEAL) markings.

This instrument was prepared by Loretta Alonzo, 2222 S. Lombard, Berwyn, Il. 60402 (NAME AND ADDRESS)

96793745

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

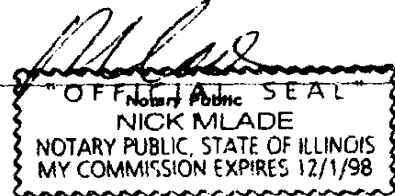
I, Nick Mlade, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PETER N. ALONZO AND LORETTA J. ALONZO

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 1st day of October, 19 96

(Impress Seal Here)

Commission Expires 10/1/98



Property of Cook County Clerk's Office
90933745

BOX No.

SECOND MORTGAGE
Trust Deed

TO



Loretta Alonzo
Peter N. Alonzo
EERWYN H. BRADY

GEORGE E. COLE®
LEGAL FORMS