

3798070

THIS INDENTURE WITNESSETH That Joseph A. Rotella & Cathy A. Rotella his wife

(hereinafter called the Grantor), of

2837 N. 75th Ct., Elmhwood Pk, Ill, 60635

for and in consideration of the sum of Twenty Thousand Three Hundred Sixty Two & 20/100 Dollars

in hand paid, CONVEY AND WARRANT to

MIDWEST BANK and TRUST COMPANY

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 2 in Fecfura's Resubdivision of Lots 15, 16, 17, 20, 21, and 22 in Elmhwood Park Gardens being a Subdivision of the south 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 25 Township 40 North, Range 12 East of the Third Principal Meridian

P.I.N. 12-25-225-403

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 securing performance of the covenants and agreements herein: WHEREAS, The Grantor is justly indebted upon 60 principal promissory note bearing even date herewith, payable in 60 monthly installments of \$ 339.37 each, beginning on 6-17- 1989 and continuing on the same day of each successive month thereafter until Debtor's note is paid in full.

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 in 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 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 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 12.75 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 14.75 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 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: Joseph A. Rotella & Cathy A. Rotella his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, or of failure to act, then

Registrar of Titles 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 administrator, in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to Existing 1st. Mortgage

Witness the hand and seal of the Grantor this 12 day of May 1989

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

Joseph A. Rotella (SEAL)
Cathy A. Rotella (SEAL)

Barbara Vandergriff

This instrument was prepared by Midwest Bank & Trust 1606 N. Harlem Elmhwood Pk, Ill. 60635

(NAME AND ADDRESS)

3798070

UNOFFICIAL COPY

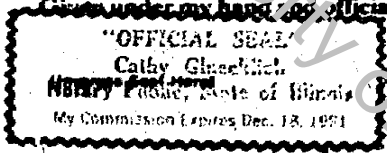
0502858

STATE OF Illinois
COUNTY OF Cook

I, Cathy Gluecklich, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph A. Rotella & Cathy A. Rotella his wife,

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 _____ 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 redemption.

Given under my hand and official seal this 12th day of May, 19 89



Cathy Gluecklich
Notary Public

Commission Expires 12/18/91

0502858

1/27/89

MAIL TO: **3798070**
SECOND MORTGAGE
Trust Deed
MIDWEST BANK and TRUST COMPANY

Elmwood Park, Illinois
TO: **MAY 30 AM 10:00**
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

MAIL TO: **3798070**
MIDWEST BANK and TRUST COMPANY
1606 N. Harlem Ave.
Elmwood Park, Illinois 60636

Member of ILLIANA FINANCIAL, INC.