

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

0020478939
343 0033 15 001 Page 1 of 3
2002-04-26 09:44:29
Cook County Recorder 47.00

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at home/Herbert

THIS INDENTURE WITNESSETH, That MICHAEL PATTERSON and JENNIFER PATTERSON, husband and wife,

(hereinafter called the Grantor), of 626 Warwick Road, Kenilworth, Illinois

for and in consideration of the sum of Five Hundred Thousand and 00/100 (\$500,000) Dollars

in hand paid, CONVEY AND WARRANT to JUNE ATWOOD

of 626 Warwick Road, Kenilworth, Illinois

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:



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Above Space For Recorder's Use Only

See attached "Schedule A" made a part hereof.

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): 05-28-205-003 and 05-28-205-009

Address(es) of premises: 626 Warwick Road, Kenilworth, Illinois

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

WHEREAS, The Grantor is justly indebted upon \$500,000 principal promissory note bearing even date herewith, payable

In ten (10) semi-annual installments, as follows:

See attached "Schedule B" made a part hereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 7% 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 7% 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: MICHAEL PATTERSON and JENNIFER PATTERSON

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

JUDITH A. WRIGHT 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 N/A

Witness the hand S and seal S of the Grantor this 15th day of April 2002.

Michael Patterson (SEAL)
MICHAEL PATTERSON

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

Jennifer W. Patterson (SEAL)
JENNIFER PATTERSON

This instrument was prepared by Brian M. Waldron, Witwer, Poltrock & Giampietro, LLC, 200 S. Wacker Drive, Suite 3100, Chicago, IL 60606-5877

PROPER COPY OF COOK COUNTY SECOND MORTGAGE

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CE

2002-04-26 09:44:29

UNOFFICIAL COPY

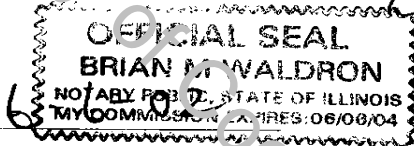
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Brian M. Waldron, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL PATTERSON and JENNIFER PATTERSON

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 15th day of April, ~~200~~ 2002.

(Impress Seal Here)



Brian M. Waldron
Notary Public

Commission Expires 6

20478939

TO

BOX No. _____

SECOND MORTGAGE
Trust Deed

GEORGE E. COLE®
LEGAL FORMS

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Exhibit A

LOT 2 AND LOT 3 (EXCEPT THE SOUTHEASTERLY 15 FEET OF SAID LOT 3) AND THE SOUTHWESTERLY 65.20 FEET OF THE NORTHWESTERLY 4.5 FEET OF THE SOUTHEASTERLY 15 FEET OF SAID LOT 3, (EXCEPT THAT PART OF LOT 3 CONVEYED BY DEED RECORDED AS DOCUMENT 19197182 BEING THAT PART OF LOT 3 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 15.0 FEET OF SAID LOT 3 AT A POINT 65.20 FEET (AS MEASURED ALONG THE NORTHWESTERLY LINE OF SAID SOUTHEASTERLY 15.0 FEET) NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 4.50 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 3, A DISTANCE OF 65.20 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE NORTHWESTERLY ALONG A SAID SOUTHWESTERLY LINE, A DISTANCE OF 49.09 FEET; THENCE NORTHEASTERLY ALONG A LINE MAKING AN ANGLE WITH THE SOUTHWESTERLY LINE OF SAID LOT 3 OF 90 DEGREES 03 MINUTES 20 SECONDS) (AS MEASURED FROM NORTHWEST TO NORTHEAST) A DISTANCE OF 26.81 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 2.0 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES ALONG A CURVED LINE CONCAVE NORTHERLY AND HAVING A RADIUS OF 202.14 FEET, A DISTANCE OF 44.82 FEET CHORD MEASURE TO THE POINT OF BEGINNING), ALL IN BLOCK 26 IN ROSLYN ADDITION TO KENILWORTH IN SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Commonly Known As: 626 Warwick Road, Kenilworth, IL 60043

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SCHEDULE "B"

<u>Date Due</u>	<u>Amount</u>
October 12, 2002	\$ 17,500 Interest Only
April 12, 2003	\$ 17,500 Interest Only
October 12, 2003	\$ 17,500 Interest Only
April 12, 2004	\$ 17,500 Interest Only
October 12, 2004	\$ 17,500 Interest Only
April 12, 2005	\$ 17,500 Interest Only
October 12, 2005	\$ 17,500 Interest Only
April 12, 2006	\$ 17,500 Interest Only
October 12, 2006	\$ 17,500 Interest Only
April 12, 2007	\$ 517,500 Balloon Payment of Principal and Interest

Property of Cook County Clerk's Office

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