

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

1991
4/5/88
4/5/88

THIS INDENTURE WITNESSETH That TIMOTHY GIGLIO & PAMELA GIGLIO *Wife*

(hereinafter called the Grantor) of 56 S.W. ORLAND SQUARE DRIVE, ORLAND PARK, IL 60462

for and in consideration of the sum of TEN (\$10.00)

in hand paid, CONVEY AND WARRANT to ALAN W. GULL

of 8230 CALUMET AVENUE, SUITE 100, MUNSTER, IN 46321

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:
SEE ATTACHED LEGAL DESCRIPTION RIDER

DEPT-01 RECORDING \$23.50
T#0011 TRAM S963 12/28/93 14:53:00
#9514 # *-03-069578
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

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 ensuring performance of the covenants and agreements herein

WHEREAS, The Grantor is justly indebted to principal promissory note bearing even date herewith payable in the amount of Fifty Five Thousand One Hundred Forty and 57/XX Dollars (\$55,140.57) - said note to be payable in monthly installments of Two Thousand Six Hundred Fifty and 00/XX Dollars (\$2,650.00) starting March 1, 1994 and continuing until paid in full and bearing interest at the rate of 8.25% per annum

GIT

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, which shall be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with any clause attached payable to the first Trustee of Mortgage, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when 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 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, 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 _____ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 document, 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 or other decree of sale shall have been entered or not, shall not be dismissed, nor shall use 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 said premises.

The name of a record owner is TIMOTHY GIGLIO AND PAMELA GIGLIO

IN THE EVENT of the death, removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then LAWRENCE I. SERLIN, ESQ. 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, of record, at reasonable charges.

This trust deed is subject to _____

Witness the hand and seal of the Grantor this 9th day of NOVEMBER 1993

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



TIMOTHY GIGLIO (SEAL)

PAMELA GIGLIO (SEAL)

AND MAIL RECORDED DOCUMENT TO:
The instrument was prepared by LAWRENCE I. SERLIN, ESQ., LAWRENCE I. SERLIN, LTD., 3218 SKOKIE VALLEY ROAD, P.O. BOX 1277, HIGHLAND PARK, IL 60035, (708) 433-6903

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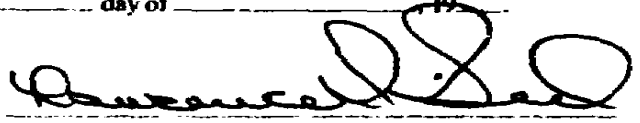
STATE OF ILLINOIS
COUNTY OF LAKE } ss.

I, LAWRENCE I. SERLIN a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that TIMOTHY GIGLIO AND PAMELA GIGLIO, his wife

personally known to me to be the same person^s whose name^s 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.

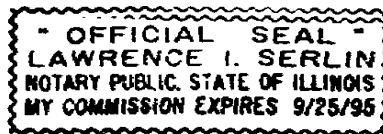
Given under my hand and official seal this 29th day of November, 1993

(Impress Seal Here)



Notary Public

Commission Expires _____



PARCEL 1: LOT 9-3 IN GLENDA GARDEN PLANNED DEVELOPMENT UNIT 9-3, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 16, T. 140N R. 26E, S. 22E, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 ABOVE AS ESTABLISHED BY AND CONTAINED IN ARTICLE 10, PARAGRAPHS 1, SUBPARAGRAPHS (3) (1) OF THE EASEMENT AND OPERATING AGREEMENT DATED MARCH 15, 1972 AND RECORDED AUGUST 16, 1976 AS DOCUMENT 23591873, FOR ACCESS, EGRESS AND EGRESS, TO PARCEL 1, IN COOK COUNTY, ILLINOIS.

FIN NO. 27-10-301-022

which has the address of 36 S. West DeLand Square Drive Orland Park
Illinois 60462 Ill.
Ill. Cert. ("Property Address")

BOX No. 0683278
SECOND MORTGAGE
Trust Deed

TO

*Alan W. Beatty
9230 Calumet Ave, Ste 100
Merrittville IN 46351*

GEORGE E. COLE
LEGAL FORMS

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