

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25888170

GEORGE E. COLE\*  
LEGAL FORMS

SC 60590 B-07

THIS INDENTURE, WITNESSETH, That Western National Bank of Cicero, not personally but as Trustee u/t/a dated 5/14/81, Trust No. 8243 (hereinafter called the Grantor), of 5801 W. Cermak Road, Cicero, Illinois 60650 (No. and Street) (City) (State)

for and in consideration of the sum of Ten and no/100ths ----- (\$10.00) ----- Dollars in hand paid, CONVEY ~~AND TRANSFERRED~~ to William D. Kelly and Ruth A. Kelly, His Wife, of 2315 Buckingham, Westchester, Illinois 60153 (No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Town of Cicero County of Cook and State of Illinois, to-wit:

Lot 17 in Hawthorne Manor Subdivision No. 1, a resubdivision of Block 1, (except Lots 1 to 9 and 19 thereof), also Blocks 1, 2, 8 and the North 1/2 (except the East 80 feet) of Block "A" of Calvin F. Taylors Subdivision of the East 1/2 of the Southwest 1/4 of Section 33, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXONERATION PROVISION RESTRICTING ANY LIABILITY of the WESTERN NATIONAL BANK OF CICERO stamped on the reverse side hereof is hereby expressly made a part hereof.

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 Western National Bank of Cicero, not personally but as Trustee u/t/a dated 5/14/81, Trust No. 8243 principal promissory note bearing even date herewith, payable until further notice, at the office of PAV Realtors, 6039 W. Cermak Road, Cicero, IL 60650.

The principal sum of \$9,000.00, interest at the rate of 10% per annum, monthly payments to commence on June 1, 1981 at the rate of \$18.94 monthly on the first day of each subsequent month, with the full remaining balance of principal and interest due and payable no later than May 31, 1986 with full prepayment privileges without penalty.

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 on 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 Mortgagees or Trustees 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10% 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 or 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 10% 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 appraisal 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 any other 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 receiver is: Western National Bank of Cicero, Trustee under Trust No. 8243

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 D. W. Babych, 5201 N. Harlem, Chicago 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 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.

Witness the hand and seal of the Grantor this 28th day of May 1981 Western National Bank of Cicero, not as trustee as aforesaid

Instrument prepared by:  
Douglas W. Babych  
5201 N. Harlem Av.  
Chicago, IL 60656

attest

Carol Ann Weber  
Carol Ann Weber, Assistant

This instrument was prepared by D. W. BABYCH, 5201 N. HARLEM, CHICAGO, ILL. (NAME AND ADDRESS)

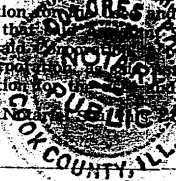
25888170

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STATE OF ILLINOIS, }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the purposes therein set forth; and the said Assistant Secretary then and there acknowledged the said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation to the said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the purposes therein set forth.

Given under my hand and Notary Seal this 28th Day of May A.D. 1981



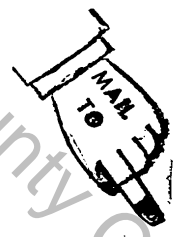
*Dolores Para*  
My Commission Expires Nov. 16, 1983 Notary Public

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Impress Seal Here)

Notary Public

Commission Expires \_\_\_\_\_



Return to:  
D. BABYCH  
5201 N. HARLEM  
CHICAGO, ILL  
60636

This Document is signed by WESTERN NATIONAL BANK of CICERO, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the WESTERN NATIONAL BANK of CICERO, personally or as Trustee, to sequester any of the earnings, income, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the violation of any of the title of said property or for any agreement with respect thereto. Any personal liability of the WESTERN NATIONAL BANK of CICERO is hereby expressly waived by the parties hereto and their respective successors and assigns.

1981 JUN 1 AM 9 49

BOX No.	SECOND MORTGAGE	JUN 1 -81 4 6 0 5 2 1	25888170	A -- 388	11.23
	<b>Trust Deed</b>				
		TO	11:00	MAIL	
					25888170
					GEORGE E. COLE® LEGAL FORMS

END OF RECORDED DOCUMENT