

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

BFC Forms Service, Inc.

26 911 114

THIS INDENTURE, WITNESSETH, That Maywood-Proviso State Bank, not personally, but as Trustee under Trust No. 5644
 (hereinafter called the Grantor), of 411 Madison Maywood Illinois
 (No. and Street) (City) (State)
 for and in consideration of the sum of **Four thousand, nine hundred forty-eight & no/100 ** Dollars
 in hand paid, CONVEY AND WARRANT to Suburban National Bank of Elk Grove Village
 of 500 E. Devon Elk Grove Village Illinois
 (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 Village
 of Elk Grove Vlg. County of Cook and State of Illinois, to-wit:

Lot 13 in Block 4 in Winston Grove Section 22 North, being a Subdivision of parts of sections 25 and 36, Township 41 North, Range 10 East of the Third Principal Meridian according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, on October 12, 1976 as document 23688769, in Cook County, Illinois.

Deborah A. Olson
 RECORDER OF DEEDS
 1983 DEC 29 AM 10:08 26911114

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 Maywood-Proviso State Bank, not personally, but as Trustee under Trust No. 5644 justly indebted upon their principal promissory note bearing even date herewith, payable on demand with interest at the rate of prime plus 2% payable monthly.

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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 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight 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 eight 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, costs 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 and all proceedings 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, when the decree of sale shall have been entered or adjourned 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 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: Cook County of the grantee, or of his resignation, IN THE EVENT of the death or removal from said Karen R. Filipelli 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.

UNOFFICIAL COPY

This Mortgage is executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee, as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the Lender herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on MAYWOOD-PROVISO STATE BANK, as Trustee, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provision hereof and of said note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, MAYWOOD-PROVISO STATE BANK, as Trustee as aforesaid and not personally, has caused this Mortgage to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.



MAYWOOD-PROVISO STATE BANK, as Trustee
BY: _____
VICE PRESIDENT

ATTEST: ETREND M. FABER
ASSISTANT SECRETARY

THIS INSTRUMENT WAS PREPARED BY:
Suburban National Bank of Elk Grove
500 E. Devon
Elk Grove Village, IL 60007

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in for said County, in the State aforesaid DO HEREBY CERTIFY, that NANCY K. KELLEY Vice President of the MAYWOOD-PROVISO STATE BANK, and ETREND M. FABER, Assistant Secretary of said Bank, who are 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 acknowledge that they signed and delivered this said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of December, 1983

Margaret A. Stevens
NOTARY PUBLIC
COOK COUNTY

My commission expires: 1/87

BOX 15

26 911 114

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Witness the hand and seal of the Grantor this 22nd day of December, 1983
Maywood-Proviso State Bank, not personally, (SEAL)
but as Trustee, Under Trust No. 5644
By: _____ (SEAL)
SUBURBAN NATIONAL BANK
CHICAGO, ILL. 60601
This instrument was prepared by J. Wacha
(NAME AND ADDRESS)

26911114

UNOFFICIAL COPY

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

_____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 notarial seal this _____ day of _____, 19_____

(Impress Seal Here)

Notary Public

Commission Expires _____

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO
26 911 114

END OF RECORDED DOCUMENT