

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

26151126

GEORGE E. COLE\*  
LEGAL FORMS

NOTE R 167615 182

1100

THIS INDENTURE, WITNESSETH, That Beverly Bank, as Trustee under Trust Agreement dated 6-24-77 known as Trust #8-5791  
 (hereinafter called the Grantor), of the City of Chicago County of Cook  
 and State of Illinois, for and in consideration of the sum of  
One Hundred Ninety Five Thousand and no cents Dollars  
 in hand paid, CONVEY AND WARRANT to HERITAGE BANK OF OAK LAWN  
 of the Village of Oak Lawn County of Cook and State of Illinois  
 and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
 lowing 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 city  
 of Merriorette Park County of Cook and State of Illinois, to-wit:

State of Illinois and described as follows:

Attached and made a part hereof

Attached and made a part hereof

**PARCEL I:**

The South 109 feet of the Southwest 1/4 (except the West 190 feet thereof) of the Southwest 1/4 of the Southwest 1/4 of the North-west 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, except that part taken for streets, in Cook County, Illinois.

ALSO

USE WITH COMMITMENT FOR TITLE INSURANCE - ALTA COVER NO. TO-

26151126

**PARCEL II:**

The North 74 feet of the South 183 feet of the Southwest 1/4 (except the West 190 feet thereof) of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

**PARCEL III:**

The Southwest 1/4 (except the West 271 feet thereof and except the South 183 feet thereof) of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

**PARCEL IV:**

The East 81 feet of the West 271 feet of the Southwest 1/4 (except the South 183 feet thereof) of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

**PARCEL V:**

Lots 13 and 14 in First Addition to Mahoney Estates, being a Resubdivision of part of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 24-24-316-015 Volume: 246  
Affects: Parcel V

Permanent Tax Number: 24-24-116-026 Volume: 246  
Affects: Parcel II

Permanent Tax Number: 24-24-116-025 Volume: 246  
Affects: Parcel I

Permanent Tax Number: 24-24-116-028 Volume: 246  
Affects: Parcel IV

Permanent Tax Number: 24-24-116-027 Volume: 246  
Affects: Parcel III

This document is not an assumption of liability or warranty on the part of the undersigned.

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Attached :

hereof

COOK COUNTY, ILLINOIS  
FILED  
1982 FEB 22 PM 12:55

*Sidney K. Olson*  
RECORDER OF DEEDS  
26151126

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 Beverly Bank, as Trustee under Trust #8-5791 justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable

Monthly installments of \$3,171.94 commencing March 17, 1982 and every month thereafter with a final payment of Principal and Interest due August 15, 1984.

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 prior to the first day of June 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 interest may appear, which policies shall be left and remain with the said Mortgagee 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 seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants of 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 seven 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 suits 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 rights 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.

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 \_\_\_\_\_ 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 18th day of February, 1982.

Beverly Bank as Trustee under Trust 8-5791

*[Signature]*  
Asst. Vice President (SEAL)  
*[Signature]*  
Asst. Trust Officer

This document is made by Beverly Bank as Trustee and accepted upon the express understanding that the Beverly Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Bank because of or on account of the making or executing of this document or of anything therein contained, all such liability, if any, be expressly waived, nor shall Beverly Bank be held personally liable, or in consequence of any of the covenants of this document, either actual or implied.

Instrument Prepared By:  
James B. Burke  
Heritage Bank of Oak Lawn  
6001 West 95th Street  
Oak Lawn, Illinois 60453

MORTGAGE

26151126

UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, The Undersigned,

a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Sylvia R. Miller

Asst.; Vice-President of Beverly Bank, and

Dorothy M. Fleischmann, Assistant Trust Officer-Assistant Cashier 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 Trust Officer-Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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 Trust Officer-Assistant Cashier, then and there acknowledged that she is custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her 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.

GIVEN under my hand and notarial seal, this 18th day of February A.D. 19 82

Patricia A. Rolfsen  
Notary Public.



2618126

BOX No. 15  
SECOND MORTGAGE  
Trust Deed

TO

Mail To:  
Mortgage Bank of Oak Lawn  
Attn: James S. Burke  
6001 1/2 West 93rd Street  
Oak Lawn, Illinois 60453

GEORGE E. COLE'S  
LEGAL FORMS

END OF RECORDED DOCUMENT