

UNOFFICIAL COPY 85 332 066

See

3857

THIS INDENTURE, WITNESSETH, That SUBURBAN TRUST AND SAVINGS BANK OF OAK PARK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1985 AND KNOWN AS TRUST NO. (hereinafter called the Grantor), of the Village of Oak Park County of Cook and State of Illinois for and in consideration of the sum of TEN AND XX/100 (\$10.00) and other good and valuable consideration Dollars in hand paid, CONVEY S AND WARRANT S to ANTONIO VENTRELLA, 9757 Schiller Blvd. of the Village of Franklin Park 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 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 City of Hickory Hills County of Cook and State of Illinois, to-wit:

LOTS 94, 95, 96, 97, 98 AND 99 IN ELMORE'S HICKORY HEIGHTS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11.00

\*\*\*THIS TRUST DEED IS SUBJECT AND SUBORDINATE TO THE LIEN OF THE TRUST DEED IN THE AMOUNT OF \$375,000.00 TO SUBURBAN TRUST AND SAVINGS BANK DATED DECEMBER 17, 1985 AND RECORDED December 20, 1985 AS DOCUMENT NO. 85 332 064 \*\*\*

Hereby releasing and waiving all right 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 SUBURBAN TRUST AND SAVINGS BANK OF OAK PARK, A CORPORATION OF ILLINOIS, \* justly indebted upon 1st installment principal promissory note bearing even date herewith, payable \*AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1985 AND KNOWN AS TRUST NO. 3857.

TWENTY-FIVE AND XX/100 (\$25,000.00) DOLLARS in installments as follows: TWO HUNDRED NINETEEN AND 40/XX (\$219.40) DOLLARS on the first day of January, 1986, and TWO HUNDRED NINETEEN AND 40/XX (\$219.40) DOLLARS on the first day of each month thereafter, to and including the first day of November, 1990, with a final payment of the balance due on the first day of December, 1990, including interest on the principal balance from time to time unpaid at the rate of ten (10%) per cent per annum.

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 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 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 and 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 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 defect 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.

IN THE EVENT of the death removal from said County of the grantee, or of his resignation, refusal or failure to act, then JERRY VENTRELLA, 10341 S. LaPorte, Oak Lawn, Ill. 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, 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 17th day of December 19 85 SUBURBAN TRUST AND SAVINGS BANK OF OAK PARK, A CORPORATION OF ILLINOIS, AS TRUSTEE (SEAL) UNDER TRUST AGREEMENT DATED DECEMBER 5, 1985 AND KNOWN AS TRUST NO. 3857 (SEAL)

By: Christopher J. Gage ATTEST: Lawrence J. Dillard

70-26-383A

85 332 066

85 332 066

# UNOFFICIAL COPY

COOK COUNTY ILLINOIS  
FILED FOR RECORD

STATE OF Illinois  
COUNTY OF Cook

1985 DEC 20 PM 12: 31  
ss.

85332066

I, Rae J. Mathieu, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher P. Joyce, Vice President and Lorraine Smith, Assistant Cashier

personally known to me to be the same persons 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 notarial seal this 17th day of December, 19 85.

(Impress Seal Here)

Rae J. Mathieu  
Notary Public

Commission Expires 8-4-88

Property of Cook County Clerk's Office  
990 255 50

BOX No.

SECOND MORTGAGE  
Trust Deed

TO

MAIL TO PREPARED BY:  
MR. MICHAEL POLACHEK  
DANALL, POLACHEK & ASSOC.  
10035 GRAND AVE  
SUITE 201  
FRANKLIN PARK, IL 60131

BOX 333 - CA

GEORGE E. COLE  
LEGAL FORMS