

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.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 NOV 25 PM 3:00

86562838

THIS INDENTURE WITNESSETH, That Michael T. Kerrigan and Margaret M. Kerrigan, husband and wife

(hereinafter called the Grantor), of 901 S. Aldine Park Ridge, Illinois

(No. and Street) (City) (State)
for and in consideration of the sum of Fourteen Thousand Five Hundred and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to First Bank Of Romeoville
of 50 Phelps Ave. Romeoville, Illinois
(No. and Street) (City) (State)

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:

Above Space For Recorder's Use Only

Lot 24 and any and all right title and interest in and to the vacated portion of the public alley lying 8 feet East of and parallel to the East line of lot 24 Block 19 in the Hulbert Devonshire Terrace, a Subdivision in the Southeast quarter of Section 34, Township 41 North Range 12 East of the Principal Meridian according to the plat thereof recorded February 13, 1925, as document #8774016 in Cook County, Illinois.

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 is justly indebted upon Said principal promissory note bearing even date herewith, payable to

First Bank Of Romeoville
50 Phelps Ave.
Romeoville, Illinois 60441

✓ 4-34-413-001-0000
901 S. ALDINE
PARK RIDGE, IL 60068

H90097

11.00

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 first Mortgagee or Trustee 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 by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.5 (prime + 5 fluctuating) 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 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 12.5 (prime + 5 fluctuating) 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 document preparation, 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, 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 and charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is: Michael T. Kerrigan and Margaret M. Kerrigan, husband and wife

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 First Bank Of Romeoville 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, on receiving his reasonable charges.

This trust deed is subject to _____

Witness the hand and seal of the Grantor this 30th day of September, 19 86

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

Margaret M. Kerrigan (SEAL)
Margaret M. Kerrigan
Michael T. Kerrigan (SEAL)
Michael T. Kerrigan

Mail to and prepared by:

This instrument was prepared by Belen Earling, First Bank Of Romeoville, 50 Phelps Ave.,
(NAME AND ADDRESS) Romeoville, Illinois 60441

BOX 333-CA DF

A 953509 DE LAC

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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 Michael Y. Ferrigan & Margaret M Ferrigan, husband & wife 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 official seal this 5 day of Nov, 1986

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires _____
My Commission Ends May 16, 1988.

86562838

BOX No. _____

SECOND MORTGAGE
Trust Deed

Michael Y. Ferrigan & Margaret M. Ferrigan
TO
Trust Bank of America
Genevieve per 60-141

GEORGE E. COLE®
LEGAL FORMS