

UNOFFICIAL COPY

SECOND MORTGAGE (ILLINOIS)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 FEB 28 AM 10:54

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THIS INDENTURE WITNESSETH That Brian J. O'Connor and Christine O'Connor, husband and wife

(hereinafter called the Grantor), of 219 Broadway, Wilmette, Illinois

for and in consideration of the sum of Eighty thousand and no/100 Dollars in hand paid, CONVEY AND WARRANT to First Bank of Romeoville of 50 Phelps Avenue, Romeoville, Illinois

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:

Lot 3 in Block 4 in Subdivision of Dempster's Additions to Wilmette, a Subdivision of Lots 20 through 25 of Baxter's Subdivision of Quilmette Reservation in Section 34, Township 42 North, Range 13 lying east of the Third Principal Meridian in Cook County

* Permanent Tax # 05-34-405-011

*

*219 Broadway Ave
Wilmette*

Herby releasing and waiving all rights under and benefit 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 installment note dated February 17, 1986 19 Eighty thousand and no/100 DOLLARS, together with interest on the principal balance from time to time unpaid at the rate of prime +2 percent per annum from February 17, 1986 until maturity, payable in 19 installments of 80,000.00 each beginning February 16, 1987 and a final installment of 80,000.00 payable on February 16, 1987 and with interest at maturity of the final installment at the rate of prime +5 fluctuating percent per annum, and all of said indebtedness made payable at such places as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at First Bank of Romeoville, 50 Phelps Avenue, Romeoville, Illinois 60441

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, ad valorem and assessment 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 to companies to be selected by the grantor herein, who is hereby authorized to place such insurance to 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 held and remain with the said 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 prime +5 percent per annum shall be an 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 prime +5 fluctuating percent 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 collecting 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 grantor 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 the said premises.

The name of a record owner is Brian J. O'Connor and Christine O'Connor, husband and wife Cook County of the grantor, 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 grantor 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 17 day of February 1986

Brian J. O'Connor (SEAL)
Christine O'Connor (SEAL)

This instrument was prepared by P. Slayton SLO First Bank of Romeoville, 50 Phelps Ave., Romeoville Illinois 60441

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Property of Cook County

11.00

Above Space For Recorder's Use Only

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 Brian J. O'Connor & Christine O'Connor 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 17 day of July, 1986.

(Impress Seal Here)

Dugan Ardington
Notary Public

Commission Expires _____
My Commission Ends May 16, 1988.

86 080 982

Property of Cook County Clerk's Office

BOX No. _____
SECOND MORTGAGE
Trust Deed

Brian J. O'Connor & Christine O'Connor
219 Broadway
Wilmette, Ill.
TO
First Bank of Amherst
50 Calip
Amherst, Ill. 60411

BOX 553-CA
DF