

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

86170895

THIS INDENTURE WITNESSETH, That
TERRENCE E. CLANCY AND
MAURA K. CLANCY, his wife

(hereinafter called the Grantors of 3935 North Oak
Park Avenue, Chicago, Illinois 60634
(No. and Street) (City) (State)
for and in consideration of the sum of PRINCIPAL-\$22,740.00 and
INTEREST-\$15,414.00----- Dollars
in hand paid, CONVEY AND WARRANT TO
MOUNT PROSPECT STATE BANK
of 111 East Busse Avenue, Mt. Prospect, Ill. 60056-----
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

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 _____ and State of Illinois, to-wit: (SEE ATTACHED)

PROPERTY ADDRESS: 3935 North Oak Park Avenue, Chicago, Illinois 60634
INDEX NO.: 13-19-200-006

It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5¢) for each dollar (\$) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments.

13-19-107-020-0000

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 ~~XXXXXXXXXXXXXXXXXXXX~~ bearing even date herewith ~~XXXXXXXXXXXXXXXXXXXX~~ One Installment Note

payable to the MOUNT PROSPECT STATE BANK in the principal sum, including interest, of Thirty-Eight Thousand One Hundred Fifty-Four & No/100 (\$38,154.00) Dollars, the said principal and interest to be paid in monthly installments of Three Hundred Seventeen & 95/100 (\$317.95) Dollars on the 15th day of June A. D. 1986, and Three Hundred Seventeen & 95/100 (\$317.95) Dollars on the 15th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 15th day of May A. D., 1996, with interest after maturity paid at the initial rate per centum per annum.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment _____ 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 _____ 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 documents and evidence, stenographer's charges, cost of procuring or compiling 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 debt upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether by decree of sale shall have been entered or not, shall not be dismissed, nor cause 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 his 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 said premises.

The name of a record owner is: TERRENCE E. CLANCY AND MAURA K. CLANCY, his wife

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then CHICAGO TITLE AND TRUST COMPANY----- 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 _____ of the Grantor this 28th day of April, 1986.

Trust Deed has been identified herewith under Identification No. 2995

X Terrence E. Clancy (SEAL)
Terrence E. Clancy

Please print or type name(s) below signature(s)
MOUNT PROSPECT STATE BANK,
a corporation of Illinois, Trustee

X Maura K. Clancy (SEAL)
Maura K. Clancy

By _____ Trust Officer
This instrument was prepared by MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill. 60056
(NAME AND ADDRESS)

BY: Gilbert F. Kleist, Asst. Vice President

B-69

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UNOFFICIAL COPY

The North 30 feet of Lot 16 in Block 2 in D. S. Dunning's Subdivision of the North West 1/4 of the North East 1/4 of Section 19, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

86170895

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 TERRENCE E. CLANCY AND MAURA K. CLANCY, his wife

personally known to me to be the same persons whose names 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 official seal this 28th day of April, 1986

(Impress Seal Here)

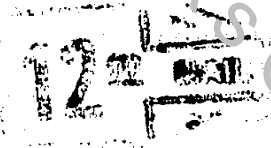
Handwritten Signature
Notary Public

Commission Expires 7-15-89

DEPT-01 RECORDING \$12.25
#3333 TRAN 0044 05/01/86 10:14:00
#0073 # 04-170895

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BOX No.

SECOND MORTGAGE
Trust Deed

TERRENCE E. CLANCY AND MAURA K.

CLANCY, HIS WIFE

TO

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee

PROPERTY ADDRESS:

3935 North Oak Park Avenue
Chicago, Illinois 60634

MAIL TO: MOUNT PROSPECT STATE BANK
111 East Busse Avenue
Mt. Prospect, Ill. 60056
ATTN: Mrs. W. Weessmarin
Inst. Ln. Dept.

GEORGE E. COLE
LEGAL FORMS