

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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87591311

THIS INDENTURE WITNESSETH, That PETE TSAGALIS

87591311

(hereinafter called the Grantor), of 2013 Chinkapinok, Mt. Prospect, IL 60056,
(No and Street) (City) (State)

for and in consideration of the sum of Forty Six Thousand and
no/100 (\$46,000.00) Dollars

in hand paid, CONVEY AND WARRANT to GOLF MILL STATE
BANK, An Illinois Banking Corporation,
of 9101 Greenwood Avenue, Niles, Illinois 60648
(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 Cook

and State of Illinois, to-wit:

---SEE ATTACHED "EXHIBIT A"---

13.00

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number (s): 06-25-420-009-0000

Address(es) of premises: 1921 Irving Park Road, Hanover Park, Illinois 60103

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to ***** bearing even date herewith, payable

*one Commercial Instalment Note

To the order of Golf Mill State Bank as its office in Niles, IL the principal sum of \$46,000.00 with interest from 10/29/87 until maturity at the rate of 2% in excess of Lender's Base Rate, interest floor of 10.75% per annum. Repayment of the indebtedness shall be in 59 equal, consecutive principal instalments of \$770.00 each, beginning on 11/15/87 and continuing on the same day of every month thereafter until fully paid with a final payment of all remaining principal plus interest due at maturity on 10/15/92.

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 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 at **** 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. ****% in excess of Lender's Base Rate, floor of 10.75%

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, 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 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 rates 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.

The name of a record owner is PETE TSAGALIS

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 Golf Mill State Bank, 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 29th day of October, 19 87.

Pete Tsagalis (SEAL)
PETE TSAGALIS

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

____ (SEAL)

This instrument was prepared by K. Pruban, Golf Mill State Bank, 9101 Greenwood Avenue, Niles, IL
(NAME AND ADDRESS) 60648

Paid in

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Property of Cook County Clerk's Office

BOX No. _____

SECOND MORTGAGE

Trust Deed

PETE TSAGALIS

TO

GOLF MILL STATE BANK

Property Address:

1921 Irving Park Road
Hanover Park, IL

Box 343

GEORGE E. COLE
LEGAL FORMS