

UNOFFICIAL COPY

FORM NO. 2202
REV. 11-19-10

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

1987 JAN - 7

AM 11:02

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THIS INDENTURE WITNESSETH, That James E. McCarthy and Janis L. McCarthy, his wife,
(hereinafter called the Grantor), of 3540 Rosemead, Brookfield, IL 60513
(No. and Street) (City) (State)

for and in consideration of the sum of One hundred ten thousand Dollars
in hand paid, CONVEY AND WARRANT to Bank of Lyons
of 8601 West Ogden Avenue, Lyons, IL 60534
(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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

The South 5 feet of Lot 19 and all of Lots 20, 21 and 22 in Block 5 in Hollywood, a subdivision in the South West 1/4 (except the West 100 acres and except railroad) of Section 35, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.
Property Address: 3540 Rosemead, Brookfield, IL
Permanent Real Estate Index Nos. 15-35-302-034; 15-35-302-026; and 15-35-302-027

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 a principal promissory note bearing even date herewith ~~XXXXXX~~ in the principal amount of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) payable on or before February 16, 1987 including interest beginning on December 29, 1986 at a rate of 9.75% per annum on the principal balance remaining from time to time unpaid.

The note mentioned herein and this instrument is identified as #098641300-3352.

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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, or 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, which is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause a facted payable first, to the first mortgagee 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 become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, 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 in making so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ percent 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 _____ percent per annum, shall be recoverable by foreclosure hereof, 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 and charges 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 and to 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, when the 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 said premises.

The name of a record owner is Bank of Lyons

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Recorder of Deeds

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 handS and sealS of the Grantor this 29th day of December, 1986.

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

James E. McCarthy (SEAL)
Janis L. McCarthy (SEAL)

Prepared By:
ALEX V. LOULOUSIS
8601 W. Ogden Ave. (NAME AND ADDRESS)
Lyons, IL 60534-0063
312-447-5600

#954649 W 760 abstract

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COOK COUNTY, ILLINOIS
SECOND MORTGAGE

