

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

CC1400
32819

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

THIS INDENTURE WITNESSETH, That
William C. Manika & Connie T. Manika

(hereinafter called the Grantor), of

9696 Reding Circle Des Plaines, IL 60016
(No. and Street) (City) (State)

87333337

for and in consideration of the sum of One Hundred Thousand
Dollars no/100 Dollars
in hand paid, CONVEY AND WARRANT to The Palwaukee
Bank

of 606 Milwaukee Ave. Prospect Hts. IL 60070
(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:

Per the Attached legal description Exhibit A which is made part hereof

Commonly known as: 9696 Reding Circle Des Plaines, Il 60016

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 Their principal promissory note bearing even date herewith, payable On Demand, with interest payable monthly commencing 7/10/87

PROPERTY OF COOK COUNTY SECOND MORTGAGE 87333337

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 hereon, 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 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 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 the rate of _____ 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 of 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 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 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 proceedings whether decree of sale shall have been entered or not, shall not be dismissed or 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 person 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: William C. Manika & Connie T. Manika

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

_____ 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 (if trust) shall release said premises in the party entitled, on receiving his reasonable charges.

This trust deed is subject to _____

Witness the hand s and seal s of the Grantor this 2nd day of June, 19 87

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

William C. Manika (SEAL)
William C. Manika
Connie T. Manika (SEAL)
Connie T. Manika

This instrument was prepared by George C. Mottier The Palwaukee Bank 606 Milwaukee Ave Prospect Hts
(NAME AND ADDRESS) IL 60070

Please return to the above name and address

Box 158

UNOFFICIAL COPY

Parcel 1:

That part of Lot 1 in Lake Mary Anne Subdivision of part of Sections 9 and 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois described as follows: commencing at the most Westerly South West corner of said Lot 1, thence East on the South line of said Lot 1, a distance of 610.82 feet (said South line of Lot 1 having a bearing of South 88 degrees 38 minutes 25 seconds East for the purposes of this description) thence North 7 degrees 21 minutes 35 seconds East a distance of 265.0 feet for the point of beginning of this description thence continuing North 7 degrees 21 minutes 35 seconds East a distance of 337.42 feet thence South 89 degrees 58 minutes 00 seconds East a distance of 200.50 feet thence South 08 degrees 32 minutes 00 seconds West a distance of 100.0 feet thence South 19 degrees 57 minutes 30 seconds East a distance of 207.88 feet thence South 82 degrees 21 minutes 35 seconds West a distance of 302.53 feet to the point of beginning

Parcel 2: That part of Lot 1 in the aforesaid Lake Mary Anne Subdivision, described as commencing at the most Westerly South West corner of said Lot 1, thence East on the South line of said Lot 1, a distance of 610.82 feet said South line of Lot 1 having a bearing of South 88 degrees 38 minutes 25 seconds East for the purposes of this description thence North 7 degrees 21 minutes 35 seconds East a distance of 602.42 feet thence South 89 degrees 58 minutes 00 seconds East a distance of 200.50 feet thence South 08 degrees 32 minutes 00 seconds West a distance of 100.00 feet thence South 19 degrees 57 minutes 30 seconds East a distance of 207.88 feet to the point of beginning of the parcel of land to be herein described, said point of beginning also being the Southeasterly corner of the above previously described portion of said Lot 1 thence South 82 degrees 21 minutes 35 seconds West along the South Easterly line of said above described portion of Lot 1, a distance of 302.53 feet to the Southwesterly corner of the above described portion of said Lot 1, thence South 7 degrees 21 minutes 35 seconds West a distance of 24.88 feet thence South 45 degrees 38 minutes 02 seconds East 1.20 feet to a line 25 feet Southeasterly as measured at right angles and parallel with said Southeasterly line of said above described portion of Lot 1, thence North 82 degrees 21 minutes 35 seconds East and along the last described parallel line 313.69 feet thence North 19 degrees 57 minutes 30 seconds West 25.60 feet to the point of beginning, in Cook County, Illinois.

Parcel 3: That part of Lot 1 in Lake Mary Anne Subdivision of part of Sections 9 and 10, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: commencing at a point on a South line of Lot 1 aforesaid 610.82 feet East of the most Westerly South West corner thereof (said South line having a bearing of North 88 degrees 38 minutes 25 seconds West): thence North 7 degrees 21 minutes 35 seconds East 232.70 feet; to the point of beginning; thence North 7 degrees 21 minutes 35 seconds East 130.30 feet; thence South 12 degrees 19 minutes 47 seconds West 86.06 feet; thence South 7 degrees 50 minutes 05 seconds West 44.50 feet; thence South 82 degrees 09 minutes 55 seconds East 7.83 feet to the point of beginning, in Cook County, Illinois.

Parcel 4: Easement for ingress and egress for the benefit of Parcels 1, 2 and 3 as set forth in the Plat of Easements dated November 4, 1966 and recorded December 6, 1966 as document 20016197 and amended by instrument recorded as document 20734489 and created by deed from John M Reding and Mary Ann Reding, his wife to Jay J. Melind and Betty I. Melind dated September 12, 1968 and recorded February 18, 1969 as document 20759217 and recorded November 5, 1986 as document 86517882 over and upon: that part of Lot 1 aforesaid described as a strip of land 30 feet in width and 270 feet in length the center line of which is described as commencing at a point on the most Westerly South line of said Lot 1 and 615.82 feet East of the most Westerly Southwest corner of said Lot 1, thence Northerly on a line forming an angle of 84 degrees from East to West with said most Westerly South line of Lot 1 a distance of 270 feet (except therefrom that part falling in Parcels 1, 2 and 3)

Also the South 33 feet of that part of said Lot 1 lying East of and adjoining premises noted aforesaid and falling in South East 1/4 of Section 9, Township 41 North, Range 12 East of the Third Principal Meridian

Also the West 33 feet of the South 312.95 feet of that part of Lot 1 falling in South West 1/4 of Section 10 all in Cook County, Illinois.

Permanent Tax Index Nos: 09-10-301-068-0000 Vol. 086
ECO 09-10-301-090-0000 Vol. 086
09-09-401-037-0000 Vol. 086
09-09-401-062-0000 Vol. 086

Commonly known as: 9696 Reding Circle, Des Plaines, IL

87333337

87333337

★