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RETURN TO BOX 43
88471446

THIS INDENTURE WITNESSETH, That Kevin Scannell, a bachelor

(hereinafter called the Grantor), of _____
2055 Magnolia Homewood Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Five Hundred Thousand and
NO/100 Dollars
in hand paid, CONVEY AND WARRANT to

NORTHLAKE BANK
of 26 West North Avenue Northlake Illinois
(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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

(see reverse side for description)

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): 29-31-110-006

Address(es) of premises: 2-55 Magnolia; Homewood, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon his principal promissory note bearing even date herewith, payable

*****per "Line of credit" note dated 10/11/88 with interest due monthly on the amount of principal advanced and the principal due at maturity, and per an "Installment" note dated 10/11/88 with forty seven (47) equal, principal and interest payments of \$10,632.00, starting 11/11/88 and on the same day of each consecutive month thereafter with the balance of unpaid principal and accrued interest due on 10/11/92.*****

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 or 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 on the 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 and, in addition, 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 principal 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 12.5 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, upon notice, become immediately due and payable, and with interest thereon from time of such breach at the maximum per cent per annum allowable by law, 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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of preparing 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, 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 fees, have been paid. The Grantor for the Grantor and of 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 in charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Kevin Scannell

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 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 trustee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to First mortgage with DMA Mortgage Company, dated 03/20/87 in the amount of \$51,750 and recorded as document #87161189

Witness the hand and seal of the Grantor this 11th day of October 1988.

Kevin Scannell (SEAL)

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

(SEAL)

This instrument was prepared by Gaza E. Cooke, Northlake Bank, 26 W. North Ave., Northlake, IL 60164
(NAME AND ADDRESS)

CA
ANN ACC

PROPERTY OF COOK COUNTY SECOND MORTGAGE

88471446

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STATE OF ILLINOIS)
COUNTY OF DuPAGE) ss.

I, Jean Seiden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin Scannell, a bachelor

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 eleventh day of October, 19 88.

(Impress Seal Here)

Jean K. Seiden
Notary Public

Commission Expires May 7, 1989

88471446

DESCRIPTION:

88471446
***** 3 in Block 17 in Dixmoor, a subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 36 North, Range 13, East of the Third Principal Meridian, and part of the North 1/4 of Section 31, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded June 6, 1927 as Document # 9606674, in Cook County, Illinois.*****

DEPT-01 \$12.00
79444 TRAN 2915 10/13/88 11:02:00
1769 # D *--88-471446
COOK COUNTY RECORDER

BOX No.

SECOND MORTGAGE
Trust Deed

KEVIN SCANNELL, a bachelor

TO

NORTHLAKE BANK

26 West North Avenue

Northlake, Illinois 60164

#12-