

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

88500813

THIS INDENTURE WITNESSETH That ANNA MARIE DWYER,
Divorced and not Since Remarried
(hereinafter called the Grantor), of
4660 N. Austin, Unit 102, Chgo, IL 60631
(No. and Street) (City) (State)
for and in consideration of the sum of NINE THOUSAND SEVEN
HUNDRED FIFTY SEVEN & 44/100 ----- Dollars
in hand paid, CONVEY AND WARRANT to
BANK OF COMMERCE & INDUSTRY
of 6100 N. Northwest Hwy, Chgo, IL 60631
(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

RIDER ATTACHED HERETO IS EXPRESSLY MADE
A PART HEREOF

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 _____ principal promissory note bearing even date herewith, payable **In Eighty Four (84) successive monthly instalments of ONE HUNDRED SIXTEEN AND 16/100 (\$116.16) DOLLARS each beginning October 20, 1988 and thereafter on the same day of each subsequent month until paid in full.**

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes 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 and improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) 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 holder of 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 are due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances of 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 moneys so paid by 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 15.25 per cent per annum, shall be recoverable by foreclosure thereon, 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 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 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 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 ANNA MARIE DWYER, Divorced and not since remarried
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 BANK OF COMMERCE & INDUSTRY 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 21st day of September, 19 88

Anna Marie Dwyer (SEAL)
ANNA MARIE DWYER

Please print or type name(s) below signature(s)
BANK OF COMMERCE & INDUSTRY (SEAL)

By Dolores Labuda
Dolores Labuda, Asst. Loan Officer

This instrument was prepared by Harold J. Green, c/o Bank of Commerce & Industry
(NAME AND ADDRESS) 6100 N. Northwest Highway
Chicago, IL 60631

71502

88500813

UNOFFICIAL COPY

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

I, Frances M. DiGiuseppe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANNA MARIE DWYER, Divorced and not Since Remarried

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 she signed, sealed and delivered the said instrument as her 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 notarial seal this 21st day of September, 19 88.

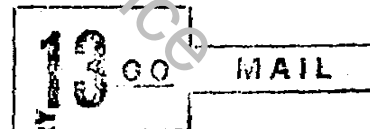
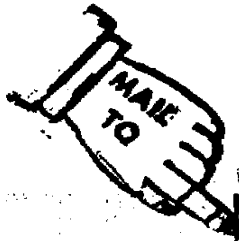
(Impress Seal Here) OFFICIAL SEAL
FRANCIS M. DIGIUSEPPE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 21, 1991

Frances M. DiGiuseppe
Notary Public

Commission Expires

88500813

REPT-01 \$13.25
T4444 TRAN 3282 10/31/88 15:23:00
18397 * D * -88-500813
COOK COUNTY RECORDER



BOX No.

SECOND MORTGAGE
Trust Deed

ANNA MARIE DWYER, Divorced
Divorced and **to not since Remarried**

BANK OF COMMERCE & INDUSTRY

ADDRESS OF PROPERTY:

4660 N. Austin
Unit 102
Chicago, IL 60631

MAIL TO: BANK OF COMMERCE & INDUSTRY
6100 N. Northwest Highway
Chicago, IL 60631

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PARCEL 1:

UNIT 102 IN THE WASHINGTON HOUSE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE NORTH 1/2 OF LOT 11, LOT 8 (EXCEPT THE NORTH 166.70 FEET) LOT 7 (EXCEPT THE NORTH 150 FEET), THE EAST 1/2 OF LOT 6 (EXCEPT THE NORTH 150 FEET), THE EAST 30 FEET OF THE WEST 60 FEET OF LOT 6 (EXCEPT THE NORTH 166.70 FEET) IN BLOCK 4 IN FREDERICK H. BARTLETT'S LAWRENCE AVENUE SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26571458 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26571457.

PERMANENT REAL ESTATE TAX #13-17-107-194-1002

88500813

Clerk's Office

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