

UNOFFICIAL COPY

88595201

THIS INSTRUMENT WITNESSETH that Christ A. Weist and Donna M. Weist, his wife hereinafter called the Grantor of 6850 W. 95th Pl. Oak Lawn, Illinois

DEPT-01 912.00 1-3333 TRAN 0064 12/28/88 09:03:00 04755 + C *-88-795201 COOK COUNTY RECORDER

for and in consideration of the sum of Ten and No/100ths (10.00) Dollars in hand paid CONVEY AND WARRANT to Beverly Bank of 1357 W. 103rd St., Chicago, Illinois

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 Lot 19 in Block 21 in Robert Bartlett's 95th Street Homesite First Addition Subdivision in the Northwest quarter (except the South 17 feet of the North 50 feet thereof conveyed for the highway) in Section 7, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 24-07-116-011 AKA - 6850 W. 95th Pl., Oak Lawn, Ill.

1200

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 installment note dated December 24 1988 payable to the order of and delivered to the Trustee, in and by which the Grantor promises to pay the principal sum of Fourteen Thousand Nine Hundred Eighty Nine and 80/100ths DOLLARS 14,989.80 in 83 installments of \$ 178.45 each beginning February 10 19 89 and a final installment of \$ 173.05 payable on January 10 19 96 and all of said indebtedness is made payable at such place as the holders of the note may from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at 1357 W. 103rd St., Chicago Illinois, 60643

THE GRANTOR, owners 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 thereof 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 procure insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee of Mortgage and second to the Trustee herein as their interests may appear which policies shall be left and remain with the said Mortgage or Trustee until the indebtedness is fully paid 6) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall become due and payable

IN THE EVENT of failure to insure, or pay taxes or assessments of the prior mortgages or the interest thereon when due, the grantor 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 mortgages, and the interest thereon from time to time, and all money so paid the Grantor agrees to pay immediately without demand and the same with interest thereon from the date of payment at eighteen percent per annum shall be some of said additional indebtedness secured hereby

IN THE EVENT of 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 holder of the note, without notice, become immediately due and payable, and with interest thereon from time of such breach at eighteen 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 any foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstract showing the whole title of said premises, embarking thereon, decree, shall be paid by the Grantor, and the reasonable expenses and disbursements occasioned by any suit or proceeding when brought by the grantor 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 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 Christ A. Weist and Donna M. Weist, his wife Cook County of the grantor, or of his resignation, refusal or failure to

IN THE EVENT of the death or removal from said Cook County of the grantor, 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 is for 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 grantor 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 in favor of Talman Federal Savings & Loan

Witness the hand and seal of the Grantor this 24th day of December 1988

Please print or type names below signatures

Christ A. Weist (SEAL) Donna M. Weist (SEAL)

This instrument was prepared by Leaster J. Robinson, 1357 W. 103rd St., Chicago, Ill. 60643 (NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF cook } ss.

I, POTENCIANO P. VARILLA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHRIST A. WEIST & DONNA M. WEIST

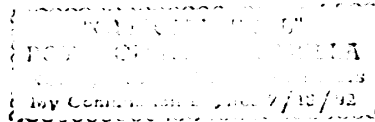
personally known to me to be the same person^s whose name^s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 24th day of December, 19 88.

(Impress Seal Here)


POTENCIANO P. Notary Public VARILLA

Commission Expires



48595201

BOX No.

SECOND MORTGAGE
Trust Deed

CHRIST A. WEIST

DONNA M. WEIST
TO

BEVERLY B. ANK

1357 W. 103rd Street
Chicago, IL. 60643

Trustee
Beverly B. Ank
1357 W. 103rd Street
Chicago, IL. 60643

Property of Cook County Clerk's Office