

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.  
All matters including mechanics and liens are excluded.

88227330

THIS INDENTURE WITNESSETH, That Fernando Ferreira and M. Manuella Fernando, his wife

(hereinafter called the Grantor), of 15 Evergreen, Streamwood, Illinois

for and in consideration of the sum of Ten and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to Michael Levv

of 2180 Churchill, Highland Park, Illinois

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:

DEPT-01 RECORDING \$12.25  
T#1111 TRAN 3798 05/26/88 16:03:00  
#7622 3A \*-88-227330  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

LOT 10 OF AUTUMN CHASE, UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

and commonly known as 15 Evergreen, Streamwood, Illinois.

36-27-210-602

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, payable with interest as therein specified on or before September 30, 1988.

THIS TRUST DEED IS SECOND AND SUBORDINATE TO THAT CERTAIN FIRST MORTGAGE IN THE ORIGINAL FACE AMOUNT OF \$67,000.00 (SIXTY-SEVEN THOUSAND DOLLARS). THE PRESENT HOLDER OF THE FIRST MORTGAGE IS AMERICAN NATIONAL BANK OF SCHILLER PARK, 4159 OLD RIVER ROAD, SCHILLER PARK, ILLINOIS 60176. TO THE EXTENT THAT THE CLAIMS OF THE PRESENT OR ANY FUTURE HOLDER OF THE FIRST MORTGAGE ARE LEGALLY PRIOR IN RIGHT TO THE RIGHTS OF THE TRUSTEE HEREUNDER, THE RIGHTS OF THE TRUSTEE HEREUNDER ARE SUBJECT AND SUBORDINATE TO THE RIGHTS OF SUCH HOLDER OR HOLDERS OF THE FIRST MORTGAGE. THE GRANTOR FURTHER AGREES THAT THE FIRST MORTGAGE WILL NOT BE AMENDED, EXTENDED, INCREASED, READVANCED OR REFINANCED WITHOUT THE PRIOR WRITTEN CONSENT OF THE TRUSTEE AND WILL CONTINUE TO BE AMORCISED IN ACCORDANCE WITH THE TERMS OF THE FIRST MORTGAGE.

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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 rebuilding of, or 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 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 interest 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 to insure, or pay taxes or assessments, or the prior incumbrances or an 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 11% per cent per annum shall be so much additional indebtedness incurred 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 11% per cent 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 documents, evidence, stenographer's charges, cost of procuring or copying abstract showing the whole title of said premises embracing foreclosure deed, 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 shall any decree 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 recording agent Fernando and M. Manuella Ferreira

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

Stephanie Levv 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.

XXXXXXXXXXXXXXXXXXXX

Witness the hand and seal of the Grantor this 28th day of April, 1988

X Fernando Ferreira (SEAL)  
Fernando Ferreira

X M. Manuella Ferreira (SEAL)  
M. Manuella Ferreira

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

This instrument was prepared by Michael J. Tuchman, Esq./Levenfeld, Eisenberg, Janger, Glassberg & Samotny, 33 West Monroe Street, (NAME AND ADDRESS) 21st Floor, Chicago, Illinois 60603

GLASSBERG & SAMOTNY  
33 WEST MONROE STREET  
CHICAGO, ILLINOIS 60603

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# UNOFFICIAL COPY

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

EG. 910  
66-50:61  
I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Impress Seal Here)

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_



Susan D. Mazurek

LEIGHTFIELD, EISENBERG  
GLASSBERG & SAMOTHA  
83 WEST MONROE STREET  
CHICAGO, ILLINOIS 60603

8E227360

BOX No. \_\_\_\_\_

SECOND MORTGAGE  
Trust Deed

TO

GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

\$28,000.00

PROMISSORY NOTE

April 28, 1988

FOR VALUE RECEIVED, the undersigned (collectively, "Maker") jointly and severally promise to pay to the order of Michael Levy ("Payee") the principal sum of Twenty Eight Thousand Dollars (\$28,000.00) with interest at the rate of 7.66 percent per annum from the date hereof on any principal balance from time to time unpaid. Interest only shall be payable on the first day of each calendar month, beginning June 1, 1988. All unpaid interest and principal shall be due in full on September 30, 1988, or such earlier date as (i) Maker shall be in breach of the terms of that certain trust deed of even date given to Payee, (ii) Maker shall be in breach of that certain trust deed of even date given to American National Bank of Schiller Park, (iii) Maker shall dispose of any interest in the property secured by the trust deeds in (i) and (ii), above, or (iv) Maker shall continue to be in breach of any term of this promissory note for more than ten (10) days after written notice of breach is received by Maker.

The Maker hereby irrevocably authorizes any attorney of any court of record, to appear for the Maker in such court, at any time after default in the payment of the principal hereof, and confess judgment without process, in favor of the holder of this Note, for such costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

No delay or omission of the holder to exercise rights under this Note shall impair any such right or shall be construed, taken, or held to be a waiver of any other default, or acquiescence therein, or consent to any further or succeeding default of the same nature.

Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". The Payee will use all of Maker's prepayments to reduce the amount of principal that Maker owes under this Note.

Maker expressly waives presentent for payment, notice of nonpayment, protest, notice of protest, bringing of suit, and diligence in taking any action to collect amounts owing hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the day and year first above written.

82227330  
x F. Ferreira  
Fernando Ferreira

x M. Manuela Ferreira  
M. Manuela Ferreira