

UNOFFICIAL COPY

89557814

Beverly Trust Company as Successor Trustee to Beverly Bank, U/T/A dated 1/15/87, Trust #8-8263

(hereinafter called the Grantor, of 10312 S. Cicero, Oak Lawn, Illinois)

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

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 9 in the Van Etten's West Pullman Park Subdivision being a REsubdivision of Lot 7 of Andrew's Subdivision of the East 1/2 of the Southwest 1/2 and the Southeast fractional 1/2 of Section 28, Township 27 North, Range 14, East of the Third Principal Meridian, North of the Indian Boundary Line according to the plat thereof recorded July 9, 1925 as document Number 8969314.

PIN: 25-28-406-006 A/A - 339 W. 124th St., Chicago, Ill.

DEPT-01 112.00 11/22/89 10:05:00 17065 16 * 39-557314 COOK COUNTY RECORDER Above Space For Recorder's Use Only

89557814

Hereby releasing and waiving all rights under and by virtue of any 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 his installment note dated November 7, 1989, payable to the order of and delivered to the Trustee, in and by which the Grantor promises to pay the principal sum of Twenty Three Thousand One Hundred Five and 88/100ths DOLLARS, \$ 23,105.88 in 83 installments of \$ 275.07 each beginning December 10, 1989, and a final installment of \$ 275.07 payable on November 10, 1996, 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 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 herein, who is hereby authorized to procure such 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 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 prior incumbrances 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 file 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 pay immediately without demand and the same with interest thereon from the date of payment at eighteen 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 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 eighteen percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 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'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 the said premises.

The name of a record owner is Lee R. Sims

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 the Board of Deeds 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 First Mortgage in favor of Beverly Bank

Witness the hand and seal of the Grantor this 7th day of November, 1989

Exoneration provision restricting any liability of the Beverly Trust Company stamped on the reverse side hereof, is hereby expressly made a part hereof. James P. Michalek, 1357 W. 103rd St., Chicago, Ill. 60643

89-27814

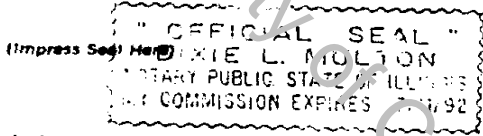
1202

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Dora Milton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alma Brown Clouda Anderson personally known to me to be the same person whose name Alma Brown subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Alma Brown signed, sealed and delivered the said instrument as Alma 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 30 day of March, 1928.



Dora Milton
Notary Public

Commission Expires _____

This document is made by Beverly Trust Company as Trustee and accepted on the express understanding that the Beverly Trust Company only takes title to the property personally, but by its trustee and that no general lien is created by this instrument and no lien is enforced against the property of the company, but that the company is to hold the property as trustee for the benefit of the parties to this instrument and that the company is to hold the property as trustee for the benefit of the parties to this instrument and that the company is to hold the property as trustee for the benefit of the parties to this instrument.

89557814

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO

BEVERLY TRUST COMPANY
637 West Park
Chicago, Ill.
Box 207