

89562739

THIS INDENTURE WITNESSETH That **Kenneth A. Sullivan and Mary Ita Sullivan, his wife**
 hereinafter called the Grantor, of
14110 TodWilliam Orland Park, Ill.
 (No. and Street) (City) (State)
 for and in consideration of the sum of
Ten and (\$10.00) x x x x x x x x x x Dollars
 in hand paid, CONVEY ^S AND WARRANT ^S to
Beverly Bank
 of **1357 W. 103rd St. Chicago Ill.**
 (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:

RECORDING
 11-27-89 09 49 00
 * 89 562739
 REC'D
 DEPT-01 RECORDING 11-27-89 09 49 00
 * 89 562739
 Above Space For Recorder's Use Only

of 175 in Clearview Estates Unit 3, a subdivision of part of the Southeast 1/4 & Section 3, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

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 an installment note dated **November 17, 19 89** payable to the order of and delivered to the Trustee, in and by which note the Grantor promises to pay the principal sum of **Twenty Thousand and no/100 x x x x x x x x x x x x x x x x x x** DOLLARS, **20,000.00**, together with interest on the principal balance from time to time unpaid at the rate of **P + 2%** percent per annum from **November 17, 1989** until maturity payable in **1** installments of **unpaid principal plus interest** payable on **January 16, 1990** and with interest after maturity of the final installment at the rate of **P + 5%** percent per annum, and all of said indebtedness is made payable at such place as the holder 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 **Beverly Bank 1357 W. 103rd Street, Chicago, Ill.**

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 herefor; (3) within sixty days after destruction or damage to rebuilding or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered, and to keep all buildings now or at any time on said premises insured to companies to be selected by the grantor herein, who is hereby authorized to take 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 so on, and the Trustee herein as his interests may appear which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid to satisfy 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 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 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 **P + 5%** 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 at the time of such breach at **P + 5%** 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 the foreclosure hereof, including reasonable attorney's fees, not only for documentary evidence, stenographer's charges, cost of procuring or completing of 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 **Kenneth A. Sullivan and Mary Ita Sullivan, his wife** Cook County of the grantee 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 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 grantor or his successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to **First Mortgage held by A.J. Smith Federal Savings & Loan Association**

Witness the hand ^S and seal ^S of the Grantor this **17th** day of **November** 19 **89**
Kenneth A. Sullivan (SEAL)
Mary Ita Sullivan (SEAL)
 Please print or type names below signatures)

This instrument was prepared by **Nancy Boniconro 8811 W. 159th St. Orland Hills, Ill.**
 (NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF _____ }
COUNTY OF _____ } ss.

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 _____

Property of Cook County Clerk's Office

BOX No. _____
89582739
SECOND MORTGAGE
Trust Deed

TO

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH That **Kenneth A. Sullivan and Mary Ita Sullivan, his wife**

(hereinafter called the Grantor), of **14110 TodWilliam Orland Park, Ill.**

for and in consideration of the sum of **Ten and (\$10:00) x x x x x x x x x x** Dollars in hand paid, CONVEY **AND WARRANT** to **Beverly Bank**

of **1357 W. 103rd St. Chicago Ill.**

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 175 in Clearview Estates Unit 3, a subdivision of part of the Southeast 1/4 & Section 3, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

DEPT-01 RECORDING \$12.00
T#4444 TRAN 1558 11/27/89 09:49:00
#1930 # D *-89-562739
COOK COUNTY RECORDER

DEPT-01 RECORDING \$12.00
T#4444 TRAN 1558 11/27/89 09:49:00
#1930 # D *-89-562739
COOK COUNTY RECORDER
Above Space For Recorder's Use Only

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 **an** installment note dated **November 17, 1989** payable to the order of and delivered to the Trustee on and by which note the Grantor promises to pay the principal sum of **Twenty Thousand and no/100 x x x x x x x x x x x x x x x x x x** DOLLARS (\$ **20,000.00**) together with interest on the principal balance from time to time unpaid at the rate of **P + 2%** percent per annum from **November 17, 1989** until maturity, payable in **1** installment of

unpaid principal plus ~~back mortgage~~ **back mortgage** payable on **January 16, 1990** and with interest after maturity of the final installment at the rate of **P + 5%** percent per annum, 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 **Beverly Bank 1357 W. 103rd Street, Chicago, Ill.**

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 or improvement 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 on companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the Trustee or assignee, and second to the Trustee herein as their interests may appear, which policies shall be let 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 discharge of prior loans, the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge of prior loans, and the grantor agrees to repay immediately without demand and the same with interest thereon from the date of payment at **P + 5%** percent per annum shall be so in a traditional 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 that time of such breach at **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 the foreclosure hereof, including reasonable attorney's fees, and keys for documentary evidence, stenographer's charges, cost of procuring or completed, or a copy of showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, as aforesaid, may suit or proceeding when the grantee or any holder of any part of said indebtedness, as such, may file 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 be added in any decree that may be rendered in such foreclosure proceedings, which proceeding whether the decree 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 holder, executor, 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 **Kenneth A. Sullivan and Mary Ita Sullivan, his wife** of **Cook** County of the grantee, or of his resignation, refusal or failure.

IN THE EVENT of the death or removal from said **Cook** County of the grantee, or of his resignation, refusal or failure, 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 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 held by A.J. Smith Federal Savings & Loan Association**

Witness the hand **s** and seal **s** of the Grantor this **17th** day of **November**, 19**89**

Kenneth A. Sullivan (SEAL)
Mary Ita Sullivan (SEAL)

Please print or type names below signatures

This instrument was prepared by **Nancy Bonicontrò 8811 W. 159th St. Orland Hills, Ill.** (NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF _____ }
COUNTY OF _____ } ss.

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 _____

Property of Cook County Clerk's Office
29562739

BOX No. _____

SECOND MORTGAGE

Trust Deed

TO