

UNOFFICIAL COPY

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89563618

First National Bank of Evergreen Park as Trustee THIS INDENTURE WITNESSETH That U/T/A dated 6/29/84 Trust No. 7969

thereinafter called the Grantor, of 14655 S. Lamon Midlothian, IL

for and in consideration of the sum of (\$10.00) Ten and 00/100 Dollars in hand paid, CONVEY S. AND WARRANT S. to Beverly Bank

of 1357 W. 103rd Street Chicago, IL 60643

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

Lot 8 in the Resubdivision of Radloff-DeHann Subdivision being a Subdivision of the West 158 feet of the South 1/2 of the East 1/2 of the South 1/2 of the East 1/2 of the North East 1/4 (except the South 50 feet thereof) in Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, (except from the above described tract of the West 33 feet thereof) in Cook County, Illinois

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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 October 27, 1989, payable to the order of and delivered to the Trustee, and by which note the Grantor promises to pay the principal sum of Seventy Thousand and no/100 DOLLARS \$ 70,000.00 together with interest on the principal balance from time to time unpaid at the rate of P + 1.75% percent per annum from October 27, 1989 until maturity payable in 6 installments of interest only each beginning November 27, 1989 and a final installment of interest only payable on April 27, 1990 and with interest after maturity of the final installment at the rate of P + 1.75% 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, IL

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 place such insurance companies, acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the Trustee as 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 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, or of the prior mortgages or of discharge of purchase and tax lien or title affecting said premises of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge of purchase and 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 repay immediately without demand and the same with interest thereon from the date of payment at P + 1.75% 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 P + 1.75% percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if no such 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 printing or completion 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 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 of and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Gregory F. Iser and Linda Iser, his wife 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 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 Equitable Financial Services

Witness the hand s and seal of the Grantor this 27 day of October 1989

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

First National Bank Evergreen Park A/T/U Trust No. 7969 BY: [Signature] LAND TRUST ADM. (SEAL)

ATTEST: [Signature] ASST. TRUST OFFICER

Please print or type names below signatures

This instrument was prepared by (NAME AND ADDRESS)

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANNE MOYLAN, LAND TRUST ADM. DARLENE DONAHUE, ASST. TRUST OFFICER OF FIRST NATIONAL BANK OF EVERGREEN PARK

personally known to me to be the same person s whose name are 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 27th day of October, 19 89.

(Impress Seal Here) **"OFFICIAL SEAL"**  
**LAVERNE P. DEADY**  
Notary Public, State of Illinois  
My Commission Expires 7/21/93


*Laverne P. Dedy*  
Notary Public

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

DEPT-01 RECORDING \$12.00  
TRASSE TRAN 7404 11/27/89 15 06 00  
\*8878 \*E \* -817-563618  
COOK COUNTY RECORDER

89563618

COOK County Clerk's Office

BOX No. _____	SECOND MORTGAGE	TO	 <b>89563618</b>
<b>Trust Deed</b>			

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# UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED TO

3 9 5 1 3 5 1 8  
BEVERLY BANE

DATED October 27, 1989 UNDER TRUST NO. 7969

THIS TRUST DEED is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by the First National Bank of Evergreen Park, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.

FIRST NATIONAL BANK OF EVERGREEN PARK  
not individually, but as Trustee Under  
Trust No. 7969.

BY

  
~~Secretary~~ ~~President~~ ~~Trust Officer~~  
LAND TRUST ADM.

ATTEST:

  
Assistant Trust Officer

89563618