

TRUST DEED SECOND MORTGAGE ILLINOIS UNOFFICIAL COPY

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89588879

THIS INSTRUMENT WITNESSETH that Phillip C. Matievic, divorced and not since remarried,

(hereinafter called the Grantor), of

3131 Willow Road, Northbrook, Illinois 60062 (No. and Street) (City) (State)

for and in consideration of the sum of eighty thousand and 00/100's \$80,000.00 Dollars

in hand paid, CONVEY AND WARRANT to

NBD Glenbrook Bank

of 2801 Pflingsten Road, Glenview, Illinois 60025 (No. and Street) (City) (State)

DEPT-01 RECORDING \$13.25 T#3333 TRAN 3480 12/11/89 09:49:00 \$3237 \$ C *-89-588879 COOK COUNTY RECORDER

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 every thing 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 3 (EXCEPT THE EAST 1.7 FEET OF LOT 3) IN M. SULLIVAN TOOHEY'S WILL-O-LAND ESTATES BEING A SUBDIVISION OF THE NORTH 300 FEET OF THE WEST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 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.

Permanent Real Estate Index Number: 04-20-201-010

Address(es) of premises: 3131 Willow Road, Northbrook, Illinois 60062

INTENT, nevertheless, of the purpose of securing performance of the covenants and agreements herein

WHEREAS The Grantor has issued and filed with one principal promissory note bearing even date herewith, payable

in fifty-nine (59) consecutive monthly payments of \$960.46 principal and interest combined, beginning January 2, 1990 and continuing the same day of each successive month until December 2, 1994, the maturity date, at which time a balloon payment of \$67,903.71 shall be due and payable in full along with any and all remaining sum(s) or as may be renewed and/or extended beyond that date.

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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 rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the 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 first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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 tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.00 per cent 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 the maximum per cent per annum allowable by law, 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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of preparing 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 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 of 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.

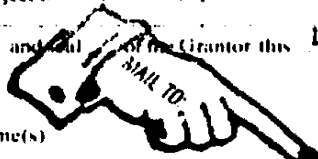
The name of a record owner is Phillip C. Matievic, divorced and not since remarried

of Cook County, Illinois

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

Witness the hand and seal of the Grantor this 1st day of December 1989



Phillip C. Matievic (SEAL)

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

89-588879

This instrument was prepared by G. Gumbinger, 2801 Pflingsten Road, Glenview, Illinois 60025 (NAME AND ADDRESS)

89-588879

1325

812-207 SERVICE #

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

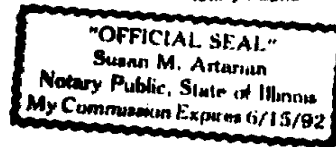
I, SUSAN M. ARTARIAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phillip C. Matievic, divorced and not since remarried personally known to me to be the same person... whose name... is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 1st day of December, 19 89.

(Impress Seal Here)

Susan M. Artarian
Notary Public

Commission Expires 6-15-92



89588579

BOX No.

SECOND MORTGAGE
Trust Deed

TO

return recorded document to:

NBD Glenbrook Bank
2801 Pfingsten Road
Glenview, Illinois 60025