

89603155

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THIS INDENTURE WITNESSETH, That James V. Policheri and Delores M. Policheri, his wife, as joint tenants

(hereinafter called the Grantor), of 2757 Roberta, Northlake, Illinois

for and in consideration of the sum of Fifty Thousand Dollars and NO/100 Dollars

in hand paid, CONVEY AND WARRANT to NORTHLAKE BANK of 26 W. North Avenue, Northlake, 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:

***SEE OTHER SIDE FOR LEGAL

DEPT-01 413.00
14 (11) TRAC SUP 12 12 09 14:43:00
14856 1 A - 89 - 603 155
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.

Permanent Real Estate Index Number: 12-29-400-101

Address(es) of premises: 2757 Roberta, Northlake, Il.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

Interest paid monthly on outstanding principal commencing on January 14, 1990 and each consecutive month thereafter.

89603155

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 build 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 trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness; (6) 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 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 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 eleven & 1/2 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 allowed 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 procuring or completing abstract showing the whole title of said premises embracing foreclosure proceedings 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 or 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 holders, executors, administrators and assigns of the Grantor waives all rights 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: James V. Policheri and Delores M. Policheri

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 N/A of said County is hereby appointed to be first successor in this trust; and in 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 none

Witness the hand S and seal S of the Grantor this 14th day of December, 1989.

James V. Policheri (SEAL)
James V. Policheri

Delores M. Policheri (SEAL)
Delores M. Policheri

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

This instrument was prepared by O)lga Rodriguez, 26 W. North Avenue, Northlake, IL. 60164 (NAME AND ADDRESS)

IN witness can

Property of Cook County Recorder

89603155

13

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Delores M. Policheri and James V. Policheri personally known to me to be the same persons whose names 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 14th day of December, 1979.



Olga G. Rodriguez
Notary Public

Commission Expires 8-31-88

LEGAL:

THE EAST HALF OF THE PARCEL KNOWN AS:
THAT PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT CENTER OF SAID SECTION 29 AND RUNNING THENCE EAST 662.3 FEET ALONG THE QUARTER SECTION LINE TO EAST LINE OF WEST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SAID SECTION THENCE SOUTH 360 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER AFORESAID FOR A PLACE OF BEGINNING, THENCE WEST 332.4 FEET MORE OR LESS TO CENTER LINE OF A PUBLIC ROAD 66 FEET IN WIDTH KNOWN AS LANDEN DRIVE THENCE NORTH 97.768 FEET ALONG CENTER LINE OF LANDEN DRIVE THENCE EAST 332.4 FEET ALONG A LINE PARALLEL WITH THE QUARTER SECTION LINE TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTH EAST QUARTER AFORESAID THENCE SOUTH 97.768 FEET ALONG THE EAST LINE TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

89603155

BOX No. _____

SECOND MORTGAGE
Trust Deed

JAMES V. POLICHERI
DELORES M. POLICHERI

TO

NORHLAKE BANK