

THIS INDENTURE, WITNESSETH, That Festus F. Cloonan and Mary A. Cloonan husband and wife

(hereinafter called the Grantor), of 1102 Westfield Schaumburg Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Sixty Two Thousand and No/100ths Dollars  
in hand paid, CONVEY AND WARRANT to Avenue Bank of Elk Grove  
of 1100 West Devon Avenue Elk Grove Village Illinois  
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village of Schaumburg County of Cook and State of Illinois, to-wit:

LOT 21061 IN WEATHERSFIELD UNIT 21, BEING A SUBDIVISION IN THE SOUTH WEST QUARTER IN SECTION 28, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS NOVEMBER 27, 1974 AS DOCUMENT 22747556, IN COOK COUNTY, ILLINOIS.

PIN 07 28 305 007

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 Festus F. Cloonan and Mary A. Cloonan husband and wife justly indebted upon their principal promissory note bearing even date herewith, payable

Five (5) monthly payment of interest only due on the eighth day of each month commencing March 8, 1989. Final payment of outstanding principal and interest due August 8, 1989.

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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss claim attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, such policies shall be held and remain with the said Mortgagee or Trustees 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 eight 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 or 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 eight per cent 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, out-of-pocket documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embraced in foreclosure decree- shall be paid by the Grantor, and the like expense 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 suit complaint is filed, shall 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 the premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Festus F. Cloonan and Mary A. Cloonan husband and 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 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.

Witness the hand and seal of the Grantor this 8th day of February, 1989

Festus F. Cloonan (SEAL)  
Festus F. Cloonan  
Mary A. Cloonan (SEAL)  
Mary A. Cloonan

This instrument was prepared by Grace G. Ault, Avenue Bank of Elk Grove, 1100 West Devon  
(NAME AND ADDRESS) Avenue, Elk Grove Village,  
Illinois 60007

80120170

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Christine M. Cooper, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Festus F. Cloonan and Mary A. Cloonan

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 notarial seal this 8th day of February, 1989.

(Impress Seal Here)

Commission Expires August 29, 1992

"OFFICIAL SEAL"  
CHRISTINE M. COOPER  
Notary Public, State of Illinois  
My Commission Expires 8/29/92

DEPT-01  
T:5555 TRAN 0638-03/20/89 16:22:00 \$12.00  
NOTARY PUBLIC #89-120970  
COOK COUNTY RECORDER

GENERAL ACCOUNT  
T:5555 TRAN 0638-03/20/89 16:22:00  
\$1172 \* E \* -89-120970  
COOK COUNTY RECORDER  
CHECKS TEND. \$12.00

89120970

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BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
  
Festus F. Cloonan  
Mary A. Cloonan  
TO  
Avenue Bank of Elk Grove

[Faint notary seal impression]

89120970