

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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#1423 # E * -89-122697
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That W. Anthony Kopp,
a bachelor

(hereinafter called the Grantor), of
14522 S. Linder Ct. Ph. 2, Oak Forest, IL
(City and Street) (City) (State)

for and in consideration of the sum of Five Thousand and
00/100 only Dollars

in hand paid, CONVEY, S. AND WARRANT S. to
Tinley Park Bank

of 16255 S. Harlem Tinley Park, IL 60477
(City 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:

Above Space For Recorder's Use Only

Unit 14522 Ph2 in Scarborough Fare Condominium as delineated on survey of certain lots or parts thereof in Scarborough Fare, being a subdivision of the South 50 acres of the West 1/2 of the Northwest 1/2 (except the East 541.60 feet thereof) also (except the North 610.00 feet thereof) and also (except school lot in the Southeast 1/2 thereof) all in Section 9, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded November 30, 1973 as document number 22,559,236 in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by Ford City Bank as Trustee under Trust Number 790 recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document 22907419, and as amended from time to time together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) in Cook County, Illinois.
PI 28-09-100-138-1170 89122697

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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 mortgage notes provided, or according to any agreement extending time of payment; (2) To pay when due, or at any time, 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 repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) That as to said premises shall not be committed to fire, and to keep all buildings thereon 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 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 Trustee until the indebtedness is fully paid; (5) To pay all prior incumbrances, and the interest thereon, at the time or times when they 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 liens or sale affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 14.01 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above said 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 to time hereafter at 14.01 per cent per annum, shall be recoverable by force and effect thereof, or by suit at law, or both, the same as if all 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, outlays for document production, stamping and charges, costs of procuring an abstract covering the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, as incurred 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 which may be rendered in such foreclosure proceedings, which proceedings, whether decreed or not, shall not be dismissed, nor a decree rendered, until all such expenses and disbursements, and 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 person 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 W. Anthony Kopp, a bachelor

IN THE EVENT of the death of the Grantor, the County of Cook of the grantee, or of his resignation, refusal or failure to act, then Recorder of Deeds of said County is hereby appointed to be first successor in this trust;

and if for any like cause said 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 above said 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 6 day of March 1989

W. Anthony Kopp (SEAL)
N. Anthony Kopp

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

This instrument was prepared by S. Jarema Tinley Park Bank 16255 S. Harlem Tinley Park, IL 60477 (NAME AND ADDRESS)



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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 W. Anthony Kopp, a bachelor

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 6 day of March 19 89.

(Impress Seal Here)

Notary Public

Commission Expires _____

Property of Cook County Clerk's Office

631922000

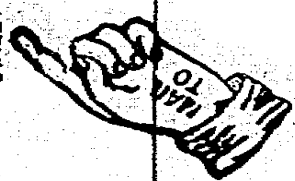
BOX No. _____

SECOND MORTGAGE

Trust Deed

TO

TINLEY PARK BANK
16255 SO. HARLEM AVE.
TINLEY PARK, ILLINOIS 60477.



GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

59122697



This instrument was prepared by S. Jarens Finley Park Bank, 16255 S. Harlem Finley Park, IL 60477 (NAME AND ADDRESS)

Please print or type names (below signatures)

W. Anthony Kopp (SEAL)

Witness the hand and seal of the Grantor this 6 day of March 1989

This instrument is subject to the terms, conditions and covenants set forth in the instrument recorded in the Public Record of Cook County, Illinois, in the name of the party entitled, on recording his reasonable charges.

and if for any cause a grantor or grantors fail or refuse to act, the person who has been named as acting executor and agreement and agreement to be performed, the grantor or his successor in interest, shall release and release to the party entitled, on recording his reasonable charges.

IN THE EVENT OF THE DEATH OF GRANTOR OR GRANTORS, then the name of a record owner to: W. ANTHONY KOPP, a doctor.

It is AGREED by the Grantor that all expenses and disbursements... shall be paid by the Grantor... and the Grantor shall be responsible for the payment of the same.

IN THE EVENT OF BREACH OF ANY OF THE AGREEMENTS... the Grantor shall be responsible for the payment of the same... and the Grantor shall be responsible for the payment of the same.

In 36 monthly installments of \$163.72 beginning April 10, 1989 and due monthly until paid in full, with any and all renewals

WHEREAS, the Finance is jointly in debt upon this principal promissory note being even date herewith, payable

Permanent Real Estate Ind. No. 22-09-100-138-1170 Address: 1625 S. Linder Ct. Pk 2, Oak Forest, IL 60452

SEE LEGAL DESCRIPTION ATTACHED

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The only

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89-122697

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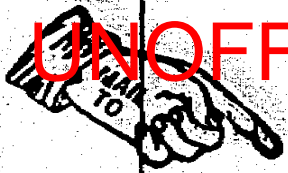
\$13.00

8 9 1 0 59122697 SECOND MORTGAGE (ILLINOIS) TRUST DEED

FORM NO. 2202 February, 1985

LEGAL FORMS GEORGE E. COLE

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TINLEY PARK BANK
16255 SO. HARLEM AVE.
TINLEY PARK, ILLINOIS 60477

SECOND MORTGAGE
Trust Deed

BOX No.

TO

GEORGE E. COLE,
LEGAL FORMS

Property of Cook County Clerk's Office

200-20153

Commission Expires

(Impress Seal Here)

Notary Public

Given under my hand and official seal this 6 day of March, 19 89.

waver of the right of homestead.

instrument to his free and voluntary act, for the uses and purposes therein set forth, including the release and
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

I, the undersigned a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that W. Anthony Kopp, a bachelor

STATE OF ILLINOIS
COUNTY OF COOK
ss.