

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

89128342

THIS INDENTURE WITNESSETH that **ANNA MARIE DWYER,**
Divorced and not Since Remarried

(hereinafter called the Grantor), of
4660 N. Austin, Unit 102, Chicago, IL 60631
(No. and Street) (City) (State)

for and in consideration of the sum of **SIXTEEN THOUSAND SIX HUNDRED
SEVENTY AND 64/100 (\$16,670.64)** Dollars

in hand paid, CONVEY AND WARRANT to
BANK OF COMMERCE & INDUSTRY
of **6100 N. Northwest Highway, Chicago, IL 60631**
(No. 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

PARCEL 1:

**UNIT 102 IN THE WASHINGTON HOUSE CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF
THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:
THE NORTH 1/2 OF LOT 11, LOT 8 (EXCEPT THE NORTH 166.70 FEET) LOT 7 (EXCEPT THE NORTH
150 FEET) THE EAST 1/2 OF LOT 6 (EXCEPT THE NORTH 150 FEET), THE EAST 30 FEET OF THE
WEST 60 FEET OF LOT 6 (EXCEPT THE NORTH 166.70 FEET) IN BLOCK 4 IN FREDERICK H.
BARTLETT'S LAWRENCE AVENUE SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP
40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH
SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT 26571458 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS.**

PARCEL 2:

**EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN
DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26571457.**

PERMANENT REAL ESTATE TAX NO. 13-17-107-194-1002

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said promissory 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 and 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 in companies
acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first mortgagee 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 demand, 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 **14** 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 **16.01** per cent per annum, shall be recoverable by foreclosure thereon, 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, 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 procuring or compiling an 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 in favor of said premises, shall be taxed as costs and included in any decree that may be rendered in
such foreclosure proceedings, which proceeding, when a 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 or charge of said premises with power to
collect the rents, issues and profits of said premises.

The name of a record owner is **ANNA MARIE DWYER**
COOK

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
BANK OF COMMERCE & INDUSTRY 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 **17th** day of **February**, 19 **89**.

Anna Marie Dwyer (SEAL)
ANNA MARIE DWYER

Please print or type name(s)

BANK OF COMMERCE & INDUSTRY (SEAL)

BY: *Dolores LaBuda*
Dolores LaBuda, Asst. Loan Officer

This instrument was prepared by **Michael G. Tomeczko, c/o Bank of Commerce & Industry**
(NAME AND ADDRESS) **6100 N. Northwest Highway, Chicago, IL 60631**

A 0022347 Rule N

Property of Cook County is a second mortgage

89128342

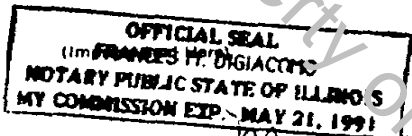
UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Frances DiGiacomo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anna Marie Dwyer

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 she signed, sealed and delivered the said instrument as her 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 17th day of February, 1989.

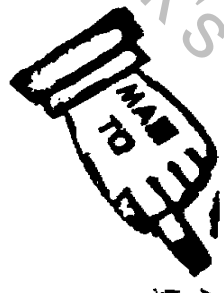


Frances M. DiGiacomo
Notary Public

Commission Expires May 21, 1991

Property of Cook County Clerk's Office

RECORDED
INDEXED
FEB 21 1989



13⁰⁹ Mail

89128342

BOX No.

SECOND MORTGAGE
Trust Deed

ANNA MARIE DWYER
TO

BANK OF COMMERCE & INDUSTRY

ADDRESS OF PROPERTY:
4660 N. Austin
Unit 102
Chicago, IL 60631

MAIL TO : BANK OF COMMERCE & INDUSTRY
6100 N. Northwest Highway
Chicago, IL 60631
Attn: D. LaBuda
Loan Dept.

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UNOFFICIAL COPY

This instrument was prepared by Michael G. Tomczko, c/o Bank of Commerce & Industry, 6100 N. Northwest Highway, Chicago, IL 60631

BY: *[Signature]*
Dolores Labuda, Asst. Loan Officer
BANK OF COMMERCE & INDUSTRY

Please print or type name(s) below signature(s)
ANNA WRIE DWYER
Witness the hand and seal of the grantor this 17th day of February 1989

This instrument is subject to the following conditions:
1. The name of a record owner is ANNA WRIE DWYER, COOK
2. The name of the grantor is ANNA WRIE DWYER, COOK
3. The name of the grantee is BANK OF COMMERCE & INDUSTRY

4. The name of the grantee or of his representative, in the event of failure to act, then of said grantee shall be the acting receiver of deeds of said county is hereby appointed to the 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 and for any the cause said first successor fail or refuse to act, the person who shall then be the acting receiver of deeds of said county is hereby appointed to the second successor in this trust.

5. The name of the grantee or of his representative, in the event of failure to act, then of said grantee shall be the acting receiver of deeds of said county is hereby appointed to the 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 and for any the cause said first successor fail or refuse to act, the person who shall then be the acting receiver of deeds of said county is hereby appointed to the second successor in this trust.

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11. The name of the grantee or of his representative, in the event of failure to act, then of said grantee shall be the acting receiver of deeds of said county is hereby appointed to the 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 and for any the cause said first successor fail or refuse to act, the person who shall then be the acting receiver of deeds of said county is hereby appointed to the second successor in this trust.

231382168

COOK COUNTY CLERK'S OFFICE

RIDER ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF

HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE FORESAID EXCEPTION TAXES OF THE STATE OF ILLINOIS IN FURTHERANCE OF THE COVENANTS AND AGREEMENTS HEREIN
IN WITNESS WHEREOF, the grantor has hereunto set her hand and seal on this 17th day of February, 1989, at Chicago, Illinois.
ANNA WRIE DWYER
Principal promissory note bearing even date herewith, payable in eighty four (84) successive monthly installments of ONE HUNDRED NINETY EIGHT AND 46/100 (\$198.46) DOLLARS each beginning March 20, 1989 and thereafter on the same day of each subsequent month until paid in full.

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
APRIL, 1980

BFC Forms Service, Inc.

9 00222347 Rul N

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BOX No.

SECOND MORTGAGE
Trust Deed

ANNA MARIE DWYER

TO

BANK OF COMMERCE & INDUSTRY

ADDRESS OF PROPERTY:

4660 N. Austin
Unit 102
Orgo, IL 60631

MAIL TO : BANK OF COMMERCE & INDUSTRY
6100 N. Northwest Highway
Chicago, IL 60631

Attn: D. Labuda
Loan Dept.

24382168

UNOFFICIAL COPY



Property of Cook County Clerk's Office

REPT-01
TRAIL FROM 7707 03/25/89 09:22:00
MS400 # 01 34-339-128342
COOK COUNTY RECORDER

OPTICAL SEAL
FRANCES M. DIACOMO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 21, 1991
Commission Expires

I, Frances Diacomo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anna Marie Dwyer
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 she signed, sealed and delivered the said instrument as her 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 17th day of February, 1989.

STATE OF ILLINOIS }
COUNTY OF COOK }
SS.