

TRUST DEED SECOND MORTGAGE (ILLINOIS) UNOFFICIAL COPY

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89177015

THIS INDENTURE WITNESSETH, That Anna M. Ryan, now known as Anna M. Johnston and married to James R. Johnston

(hereinafter called the Grantor), of 3528 W. 74th Street, Chicago, Illinois

for and in consideration of the sum of THIRTY SIX THOUSAND EIGHT HUNDRED FIVE AND 20/100 \*\*\*\*\* Dollars

In hand paid, CONVEY AND WARRANT to Cole Taylor Bank of 7601 S. Cicero Avenue, Chicago, 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: Lot 392 and 393 (except the east 15 feet thereof) in William H. Britigan's Marquette Park Highlands, being a subdivision of part of the West 1/2 of the North East 1/4 (except the west 50 feet thereof) of section 26, Township 38 North, Range 13 East of the Third Principal Meridian, Lying North of a Line drawn 8 feet south of and parallel to the north line of south three six-teenths of said west 1/2 of the north east 1/4 of Section 26, AFD in Cook County, Illinois.

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(s): 19-26-219-097 Address(es) of premises: 3528 W. 74th Street, Chicago, Ill 60629

12.00

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

in 59 monthly installments of \$613.42 each or more, and a final installment of \$613.42 on March 5, 1994 including interest beginning on March 6, 1989 and continuing on the same day of each successive month thereafter until the note is paid in full, at a rate of 12.00 percent.

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 or 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 trustee 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 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 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 the rate of \_\_\_\_\_ 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 decree-shall be paid by the Grantor; and the expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 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: Anna M. Ryan, now known as Anna M. Johnston

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 Cole Taylor Bank 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to a mortgage dated August 13, 1970 recorded as document #21267899

to O'Brien and Pain, Inc., A corporation of Delaware to secure a note for \$17,950.00 Witness the hand and seal of the Grantor this 6th day of March, 1989

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

Signature of Anna M. Johnston (SEAL) and James R. Johnston (SEAL)

This instrument was prepared by Michael Lahti, 7601 S. Cicero Avenue, Chicago, Ill. 60652

(NAME AND ADDRESS)

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# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, Patricia Seymour, a Notary Public in and for said County, in the **VIA**  
State aforesaid, DO HEREBY CERTIFY that Anna M. Johnston and James R. Johnston

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 6th day of March, 1989.

OFFICIAL SEAL  
PATRICIA SEYMOUR  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/9/91  
Commission Expires

Patricia Seymour  
Notary Public

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1989 APR 21 10:06

89177015  
Cook County Clerk's Office  
510-2168

BOX No.	SECOND MORTGAGE <b>Trust Deed</b>	ANNA M. RYAN, now known as ANNA M. JOHNSTON	TO COLE TAYLOR BANK	PROPERTY ADDRESS: 3528 W. 74th St. Chicago, IL 60629	TAX # 19 26 219 097 0000	MAIL TO: HELEN BARKER COLE TAYLOR BANK 7601 S. Cicero Avenue Chicago, IL 60652 Box # 333 BOX 333 C.C.
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