

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Oil Express National Inc.

(hereinafter called the Grantor), of 15 Spinning Wheel Road, Suite 428, Hinsdale, Illinois

for and in consideration of the sum of a Guaranty in the amount of \$160,000.00

do hereby CONVEY & WARRANT to CITGO Petroleum Corporation of 6100 South Yale, Tulsa, Oklahoma

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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lots 26, 27 and 28 in Block 11 in Swigart's Subdivision of Lot 5 and the West 33 feet of Lot 6 in Subdivision of Section 18, Township 39 North Range 13 East of the Third Principal Meridian except the West half of the Southwest quarter of said Section

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: 16-18-424-032 to 034

Address(es) of premises: 6644 West Roosevelt Road, Oak Park, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to CITGO Petroleum Corporation bearing even date herewith, payable

under a certain Assurance Agreement

89231795

DEPT-01 RECORDING \$12.00
T#2222 TRAN 5878 05/22/89 16:23:00
#3540 # B #89-231795
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

89231795

Assurance Agreement

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said Assurance Agreement 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 repair all buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed, (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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee or Mortgagee 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 moneys 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 12.5 percent 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 12.5 percent 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, outlays for documentary, postage, notice, 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 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether or not a decree of sale shall have been entered or not, shall not be dismissed, or release hereof given, until all such expenses and disbursements, and the cost 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, gives 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Oil Express National, Inc.

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

and if for any like cause said Trustee 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 a first mortgage in favor of South Shore Bank of Chicago dated May 1989.

Witness the hand and seal of the Grantor this 19th day of May, 1989

Oil Express National, Inc. (SEAL)
By: Daniel R. Barona, EXEC VICE-PRESIDENT (SEAL)

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

This instrument was prepared by Stephen J. Bednar, P.O. Box 3758, Tulsa, Oklahoma 74102 (NAME AND ADDRESS)

Please mail recorded copy of Mortgage to: Stephen J. Bednar, CITGO Petroleum Corporation, P.O. Box 3758, Tulsa, OK 74102

72-08-11 12 1933 JAWACKY

89231795

Box 333

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, ROSE ZAWACKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL R. BARNAS, EXECUTIVE VICE-PRESIDENT OF GRANTOR

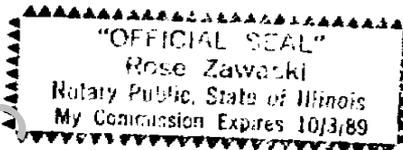
personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 19th day of May, 1989

(Impress Seal Here)

Rose Zawacki
Notary Public

Commission Expires 10-3-89



89231795

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS