

UNOFFICIAL COPY

FILED DEED
SECOND MORTGAGE (ILLINOIS)

9 0 4 2 3 9 0 0

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

30423900

THIS INDENTURE WITNESSETH, That CHARLES R. GASTON and JOAN R. GASTON, his wife.

(hereinafter called the Grantor), of 7030 Saratoga Drive, Bridgeview, Illinois
(No. and Street) (City) (State)

DEPT-01 RECORDING 413.00
148888 TRAM 8018 08/30/90 16 05 00
45348 H H 70 423900
COOK COUNTY RECORDER

for and in consideration of the sum of Twenty Five Thousand Three Hundred Twenty Three and 68/100 Dollars

in hand paid, CONVEY S. AND WARRANTS to Cole Taylor Bank

of 7601 South Cicero Avenue, Chicago, Illinois
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

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 67 in Southfield, a Subdivision of part of the North West quarter and part of the North Half of the South West quarter of Section 6, Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded January 25, 1957 as Document Number 16810785, in Cook County, Illinois. 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): 24 06 108 012

Address(es) of premises: 7030 Saratoga Drive, Bridgeview, Illinois

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

note dated July 25, 1990 in the principal amount of \$25,323.68 plus interest in the amount of \$19,001.92 for a total note of \$44,925.60 and payable in 120 consecutive payments of \$374.38 each maturing 7/24/2000.

30423900

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 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 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 12.75 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 allowable 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. 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 preparing 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 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 taken 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 their heirs, executors, administrators and assigns of the Grantor waives all rights 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: CHARLES R. GASTON AND JOAN R. GASTON, his 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 Cole Taylor Bank/Drivers of said County is jointly appointed to be first

successor in the trust. 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 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 NOT APPLICABLE

Witness the hand S. and seal S. of the Grantor this 25th day of July, 1990.

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

13⁰⁰

X Charles R. Gaston (SEAL)
CHARLES R. GASTON

X Joan R. Gaston (SEAL)
JOAN R. GASTON

This instrument was prepared by V. Makowka, Cole Taylor Bank, 7601 S. Cicero, Chicago, IL 60652
(NAME AND ADDRESS)

THIS INSTRUMENT IS A SECOND MORTGAGE

30423900

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

I, NANCY L. MICA

a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that CHARLES R. GASTON AND JOAN R. GASTON, his wife

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 reinstatement.

Given under my hand and official seal this 25th day of July, 1990

(Impress Seal Here)



Nancy L. Mica
Notary Public

Commission Expires Sept. 12, 1992

BOX No. 90423900

SECOND MORTGAGE Trust Deed

CHARLES R. GASTON AND
JOAN R. GASTON, his wife

TO
Cole Taylor Bank

PROPERTY ADDRESS:
7030 Saratoga
Bridgeview, Il.

TAX #14 06 108 012

MAIL TO: HELEN BARKER
COLE TAYLOR BANK
7601 S. Cicero Avenue
Chicago, Il. 60652