

TRUSTEED SECOND MORTGAGE (ILLINOIS) UNOFFICIAL COPY

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90505573

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THIS INDENTURE WITNESSETH, That Parkway Bank & Trust Company utd dated 3/29/79 aka Trust #1893

DEPT-01 RECORDING \$13.25
T#5555 TRAN 7552 10/16/90 10:48:00
#3311 *E *-90-505573
COOK COUNTY RECORDER

(hereinafter called the Grantor), of 3240 Ernst Franklin Park, IL. 60131

for and in consideration of the sum of Thirty Two Thousand Fifteen and NO/100 Dollars

in hand paid, CONVEY AND WARRANT to Northlake Bank of 26 W. North Ave., Northlake, IL. 60164

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 4 (EXCEPT THE NORTH 7 FEET THEREOF) AND LOT 5 (EXCEPT THE SOUTH 4 FEET THEREOF) IN BLOCK 60 IN THE THIRD ADDITION TO FRANKLIN PARK, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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): 12-21-320-070

Address(es) of premises: 3240 Ernst Franklin Park, IL. 60131

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

5 monthly interest payments of 289.45E beginning on October 21, 1990 and each month thereafter; 1 final payment of \$32,304.45 due on March 20, 1991

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (2) within sixty days after destruction or damage to, or to build or restore all buildings or improvements on said premises that may have been destroyed or damaged; (3) the waste to said premises shall not be committed or suffered; (4) 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, while the same shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (5) 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eleven 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 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 printing or completing abstract showing the whole title of said premises embracing foreclosure proceedings, 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 may 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, 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 of, and to manage said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Parkway Bank & Trust Company as trustee

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 the Recorder 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 none

Witness the hand and seal of the Grantor this 21st day of September, 1990

(SEAL)

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

MARK TO

(SEAL)

This instrument was prepared by Northlake Bank, 26 W. North Ave., Northlake, IL. 60164 (NAME AND ADDRESS)

(Muscolo)

1325

UNOFFICIAL COPY

Rider attached hereto and made a part hereof.

attached hereto and made a part hereof.

THIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally.

By [Signature] VICE-PRESIDENT-TRUST OFFICER
Attest [Signature] ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned TRUST OFFICER
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that
Ronanne DuPon Assistant Vice-President-Trust Officer

of Parkway Bank And Trust Company, JoAnn Kubinski, Ass't Trust Officer
~~Assistant Vice President~~ of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

OFFICIAL SEAL
GLORIA WELGOS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG 25, 1991

GIVEN under my hand and Notarial Seal this 28 day of Sept A D 1991
[Signature]
Gloria Welgos
Notary Public

BOX No. 99505573

SECOND MORTGAGE
Trust Deed

TO

Cook County Clerk's Office