

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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90045944

THIS INDENTURE WITNESSETH, That DOMINIC A. GAROFALO and NADINE GAROFALO, his wife

(hereinafter called the Grantor), of 1214 Brassie, Flossmoor, Illinois

for and in consideration of the sum of TEN (\$10,00) Dollars

in hand paid, CONVEY AND WARRANT to BEVERLY BANK, MATTESON, an Illinois Banking Corporation, Route 30 and Kostner Ave. Matteson, Illinois

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:

THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 1 IN BLOCK 5 IN THE RESUBDIVISION OF THE NORTH 51 ACRES OF THE PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILWAY COMPANY, IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

31-12-207-029-0000

Permanent Real Estate Index Number(s) 1214 Brassie, Flossmoor, Illinois 60422

Address(es) of premises: 1214 Brassie, Flossmoor, Illinois 60422

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

WHEREAS, The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable to BEVERLY BANK, MATTESON in the amount of THREE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 (\$365,000.00) DOLLAR Loan due on or before December 15, 1994 and a ONE HUNDRED THIRTY-FIVE THOUSAND AND 00/100 (\$135,000.00) DOLLAR Loan due January 2, 1991

1300

30 3:00 90045944

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, and in said note or 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, or build or removal of 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 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 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 purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10 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 10 per cent 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 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 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 upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether the date of sale shall have been entered or not, shall not be dismissed, nor release thereof 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 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 DOMINIC A. GAROFALO and NADINE GAROFALO

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 Chicago Title and Trust Company 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 First Mortgage to Bank and Trust Company of Arlington Heights recorded April 18, 1988 and assigned as Document No. 88177642 to Midwest Mortgage Services, Inc.

Witness the hand and seal of the Grantor this 18th day of December, 1989

*Twelve (12%) percent on \$365,000.00 and Prime interest rate plus one and one half (1 1/2%) percent of Beverly Bank, Matteson in effect from

Please print or type name(s) time to time on below signature(s) \$135,000.00.

DOMINIC A. GAROFALO (SEAL)

NADINE GAROFALO (SEAL)

This instrument was prepared by Richard L. Treichel, Attorney, 600 Holiday Plaza Dr., Suite 330, Matteson, IL 60443 AND ADDRESS:

TC #1087 no

THIS MORTGAGE IS A SECOND MORTGAGE

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOMINIC A. GAROFALO and NADINE GAROFALO,
his wife

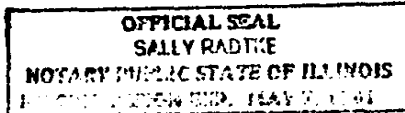
personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and official seal this 18th day of December, 1989.

(Impress Seal Here)

Sally Radtke
Notary Public

Commission Expires May 7, 1991



90045944

BOX No.

SECOND MORTGAGE
Trust Deed

TO

MAIL TO: **BOX 251**
Beverly Bank-Matteson
Rt. 30 & Kostner
Matteson, IL 60443

GEORGE E. COLE
LEGAL FORMS