

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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90083418

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.

THIS INDENTURE WITNESSETH, That Nikalay Kanagin and Linda S. Kanagin, his wife

(hereinafter called the Grantor), of 455 Marion Roselle Illinois

DEPT-01 RECORDING \$13.00

T#5555 TRAN 7164 02/21/90 16:05:00

#3366 # E \* -90-083418

COOK COUNTY RECORDER

for and in consideration of the sum of Thirty thousand & 00/100 Dollars

in hand paid, CONVEYS AND WARRANTS to First Colonial Bank Northwest of 800 S. Wheeling Rd. Wheeling, Illinois

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: The west 1/2 of lot 12, lot 13, and lot 14, (excepting therefrom the South 40 feet of Lots 13 and 14 and excepting the South 40 feet of the west 1/2 of lot 12) in Block 5, in Boeger Estates addition to Roselle, a Subdivision of the South 1/2 of the Southwest 1/2 of Section 34, Township 41 North, Range 10-East of the Third Principal Meridian, according to the Plat thereof recorded March 1, 1927 as Document No9565488, 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 07-34-327-027

Address(es) of premises: 455 Marion Roselle, Illinois

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

in 35 monthly installments of \$1,003.61 beginning on February 26, 1990 with a final payment of \$1,003.61 payable in full on January 26, 1993.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with interest thereon, as stated, 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 built or rebuilt 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 new or at any time on said premises insured in companies to be selected by the grantee herein, who shall be 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 let 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 the 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 12.50 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, any or all 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 15.50 per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same amount 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 this foreclosure hereof including reasonable attorney's fees, outlays for documents, witness, sheriff's charges, cost of procuring or compiling abstract showing the while title of said premises embracing foreclosure decree, and all other costs and charges, 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 rescinded 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, 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, appoint a receiver 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 same.

The name of a record owner is Nikalay Kanagin & Linda S. Kanagin, his wife

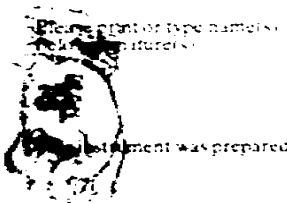
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then First Colonial Bank Northwest of said County is hereby appointed to be first successor in this trust;

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 submitted to the

Witness the hand and seal of the Grantor this 26th day of January, 1990

Nikalay Kanagin (SEAL)  
Linda S. Kanagin (SEAL)



This instrument was prepared by C. Catullo - 800 S. Wheeling Road, Wheeling, Illinois 60090

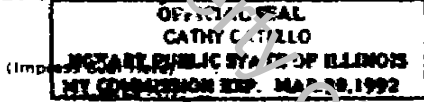
13.00

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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 Nikalay Kanagin & Linda S. Kanagin, 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 26th day of January, 1990.



*Cathy Castillo*  
Notary Public

Commission Expires March 30, 1992

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BOX No.

SECOND MORTGAGE

**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS