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Fisher and Fisher #719845

SHERIFF'S DEED
(Judicial Sale)
Sheriff's Sale No. 892885

90111279

BOX 50

THE GRANTOR, Sheriff of Cook County, Illinois, pursuant to and under the authority conferred by the provisions of a judgment entered by the Circuit Court of Cook County, Illinois on October 3, 1989, in Case No. 89 CH 3266, Entitled Pathway Financial as successor in interest to Prairie Federal Savings & Loan Assn., Chicago Heights vs. Nick G. Marnell & Sherry Marnell et al. and pursuant to which the land hereinafter described was sold at public sale by said grantor on January 11, 1990, from which sale no redemption has been made as provided by statute, hereby conveys to Pathway Financial as successor in interest to Prairie Federal Savings & Loan Assn., the holder of the Certificate of Sale, the following described real estate situated in the County of Cook, in the State of Illinois, to have and to hold forever:

DEPT. OF RECORDING \$13.00
T#4444 TRAN 3492 03/13/90 10:49:00
#8556 # D *-90-111279
COOK COUNTY RECORDER

SEE ATTACHED RIDER

DATED this date: MAR 08 1990, 19

JAMES O'GRADY (SEAL)
Sheriff of Cook County, Illinois

By *Quinn T. Evans*
Deputy Sheriff of Cook County, IL

State of Illinois)
County of C o o k) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ANNIE D. EVANS**

IMPRESS

SEAL personally known to me to be the same person
HERE, whose name as Deputy Sheriff of Cook County, Illinois, is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged he signed, sealed and delivered the said instrument as his free and voluntary act as such Deputy Sheriff, for the uses and purposes therein set forth.

OFFICIAL SEAL
MAE L. ADRIEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/18/93

Given under my hand and official seal, this MAR 08 1990

Commission expires January 18 1993

Mae L. Adrien
Notary public
ADDRESS OF PROPERTY:
1225 Campbell
Chicago Heights, IL 60411

MAIL TO:

RECORDERS BOX 50

FISHER AND FISHER
30 North LaSalle St.
Chicago, IL 60602

The above address is for statistical purposes only and is not a part of this deed.

ADDRESS OF GRANTEE:

8/1585 FIRST BANK OF
PAUMotu, IL 60672

Send Subsequent Tax Bills to:

90111279

1300

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9 1 1 1 2 7 9
RIDER

BOX 50

Lot 7 and the South 37.5 feet of Lot 8 (measured on the East line of Lot 8) in the Subdivision of Block 2 in Edgewood Park Addition to Chicago Heights being a Subdivision in the Northwest 1/4 of Section 20, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
c/k/a 1225 Campbell, Chicago Heights, IL 60411
ID #32-20-108-003 (Affects the South 37 1/2 feet of Lot 8)
32-20-108-004 (Affects Lot 7)

THIS INSTRUMENT WAS PREPARED BY
B. FISHER
60 NORTH LA SALLE, CHICAGO, ILLINOIS

I HEREBY DECLARE THAT THIS DEED
REPRESENTS A TRANSACTION EXEMPT
UNDER THE REAL ESTATE TRANSFER
TAX ACT. Paragraph 11. *[Signature]*

MAR 08 1990

Property of Cook County Clerk's Office

30111279

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shall make a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian shall be appointed for Borrower or for a substantial part of Borrower's property who is not discharged within thirty (30) days after the date of appointment; or if any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is commenced in respect of Borrower and, if such case or proceeding is not commenced by Borrower, it is consented to or acquiesced in by Borrower or is not dismissed within thirty (30) days after the date of commencement; or if Borrower takes any action to authorize, or to further, any of the foregoing.

(2) Upon the occurrence of an Event of Default, as defined in (1) above, Lender may at its option, and without notice to Borrower, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature mentioned in this paragraph shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate payable from time to time on outstanding principal under the Note.

(3) The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; Second, on account of all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; Third, to all principal and interest remaining unpaid on the Note; and Fourth, any overplus to Borrower, and its heirs, legal representatives or assigns, as their interests may appear.

(4) Upon, or at any time after the commencement of a proceeding to foreclose this Mortgage, the court in which the proceeding is commenced may appoint a receiver for the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Property or whether the same shall be then occupied as a homestead. Such receiver shall have power to collect the rents, issues and profits of the Property during the pendency of such foreclosure proceeding and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Borrower, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The presiding court from time to time may authorize the receiver to apply the net income in his possession in payment in whole or in part of (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) the deficiency in case of a sale and deficiency.

(5) No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

19. Assignment of Rents. As additional security for the indebtedness secured hereby, Borrower hereby assigns to Lender the rents from the Property; provided, that Borrower shall, prior to acceleration of the in-

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debtedness pursuant to section 18 hereof or abandonment of the Property by Borrower, have the right to collect and retain such rents as they become due and payable.

20. Revolving Credit.

(1) The indebtedness secured hereby constitutes a revolving credit loan secured by a mortgage on real property, pursuant to the terms and provisions of Chapter 17, paragraph 312.3 of the Illinois Revised Statutes. Borrower covenants and agrees that this mortgage shall secure the payment of all loans and advances made under the terms and provisions of the Credit Agreement, whether made as of the date hereof or to be made at any time in the future (but not advances or loans made more than twenty years after the date hereof), to the same extent as if such Future Advances or loans were made on the date hereof, and Borrower further agrees and covenants that the lien of this Mortgage shall be valid as to all such Future Advances and loans from the date that this Mortgage is filed for record in the office of the Recorder of Deeds or the Registrar of Titles of the county where the Property is located.

(2) No Future Advances or loans shall be made by Lender hereunder or under this Credit Agreement at any time that there shall exist a default under the terms of the Note, the Credit Agreement or this Mortgage, or at any time that there shall exist a federal, state or local statute, law or ordinance, or a decision of any court which (in the reasonable opinion of any holder of the Note) adversely affects the priority or validity of the Note, the Credit Agreement or this Mortgage, or in the event that the Borrower shall no longer own the Property. At no time shall the indebtedness secured by this mortgage exceed the Lending Limit, plus interest thereon and plus sums advanced by Lender in accordance with the terms and provisions of this Mortgage to protect the security of this Mortgage.

(3) Monthly statements of the amount owing from time to time shall be furnished to Borrower by Lender, in accordance with the terms and provisions of the Credit Agreement.

21. **Deleasance.** Lender shall release this mortgage without charge to Borrower upon payment to Lender of all indebtedness secured by this Mortgage. Such release shall be effected by instrument in reasonable form. Borrower shall pay all costs of recordation of such instrument of release.

IN WITNESS WHEREOF, Borrower has executed and delivered this indenture as of the day and year first above written.

Signed John E. Trainor, Jr.
John E. Trainor, Jr.
Signed Ruthann Trainor
Ruthann Trainor

STATE OF)
COUNTY OF) SS.

The foregoing instrument was acknowledged before me this 28th day of March, 1993,
by John E. Trainor, Jr. and Ruthann Trainor.

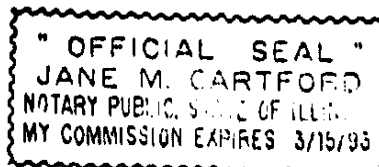
My Commission Expires:

3/15/95

Jane M. Cartford
Notary Public

This Instrument Prepared By
(And Return After Recording To):

Daniel K. Miller, Sr. Vice President



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EXHIBIT A

LEGAL DESCRIPTION:

LOT 144 IN FIRST ADDITION TO NORTHFIELD WOODS, A SUBDIVISION OF PART OF LOT 3 OF SUPERIOR COURT PARTITION OF LOTS 6 AND 8 IN COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 29 AND ALSO LOTS 7 AND 8 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS:

4721 LOCUST AVENUE
GLENVIEW, ILLINOIS 60025

PIN NUMBER:

04-30-410-004

Property of Cook County Clerk's Office

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