

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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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 Daniel L. Siemeck and Marilyn L. Siemeck, his wife

90155734

(hereinafter called the Grantor), of 7656 West 167th Street, Tinley Park, IL 60477

for and in consideration of the sum of Forty Thousand and 00/100 only _____ Dollars

in hand paid, CONVEY S. AND WARRANT S. to Tinley Park Bank of 16255 S. Harlem Tinley Park, IL 60477

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:

Above Space For Recorder's Use Only

SEE ATTACHED FOR LEGAL DESCRIPTION

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 (P.R.E.I.) 27-24-317-024
Address(es) of premises: 7656 West 167th St. Tinley Park, IL 60477

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 with interest quarterly and principal due at the maturity date of March 29, 1991 with any and all renewals thereafter.

Future advances shall have the same priority as advances made on the date of the Mortgage the indebtedness secured hereby is a revolving credit arrangement as the same is defined in Chapter 17, Paragraph 6405 of the Illinois Revised Statute.

*Tinley Park Bank base lending rate plus 2.00% adjusted daily as calculated by the Tinley Park Bank. Said base lending rate shall be periodically announced from time to time by the Tinley Park Bank.

THE GRANOR covenants and agrees as follows: (1) To pay said indebtedness, with the interest thereon, as herein 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 rebuild or restore 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 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 change 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 grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment prime + 2.00 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 holder 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 prime + 4.00 per cent per annum, shall be recoverable by foreclosure thereon, 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, photographer's charges, cost of procuring or correcting 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 a sale shall have been entered or not, shall not be dismissed, nor reversed hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor, and for the heirs, executors, administrators and assigns of the Grantor, waive 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: Daniel L. Siemeck and Marilyn L. Siemeck, his wife

IN THE EVENT of the death or removal of said Cook County of the grantee, or of his resignation, refusal or failure to act, then Recorder of Deeds 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 _____

Witness the hand _____ of the Grantor this 29 day of March, 19 90

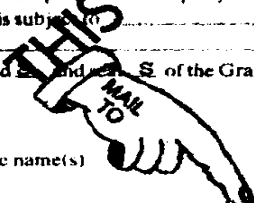
Please print or type name(s) below signature(s)

Daniel L. Siemeck (SEAL)

Marilyn L. Siemeck (SEAL)

This instrument was prepared by Tinley Park Bank S. Jarema 16255 S. Harlem Tinley Park, IL 60477 (NAME AND ADDRESS)

PROPERTY CO. SECOND MORTGAGE



90155734

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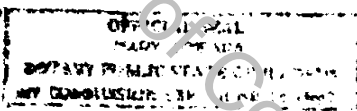
STATE OF Illinois }
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel L. Siemeck and Marilyn L. Siemeck, 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 homestead.

Given under my hand and official seal this 29 day of March, 19 90.

(Impress Seal Here)



Mary O. Meara
Notary Public

Commission Expires

90155734

14/0/8

90155734

SEPT-91 RECORDING \$14.00
T#8666 TRAN 1202 04/06/90 12:35:09
#5617 + F *-90-155734
COOK COUNTY RECORDER

LOT 982 IN BREMEN TOWNE ESTATES, UNIT NUMBER 6, PHASE 2, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24, OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24; OF PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24; ALSO OF PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25; OF PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, ALL IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOX No.

SECOND MORTGAGE
Trust Deed

TO

WINLEY PARK BANK
16255 SO. HARLEM AVE.
WINLEY PARK, ILLINOIS 60477

GEORGE E. COLE
LEGAL FORMS