

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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90167152

THIS INDENTURE WITNESSETH, That Robert L. Bullard and Kathleen A. Bullard, his wife as joint tenants

(hereinafter called the Grantor), of 7525 W. 174th St., Tinley Park, IL

DEPT-01 RECORDING #13.00  
T#6666 TRAN 2185 04/12/90 12:12:00  
#5617 + F ←-90-167152  
COOK COUNTY RECORDER

for and in consideration of the sum of Forty Thousand Dollars and no/100

in hand paid, CONVEY S AND WARRANT S to Tinley Park Bank

of 16255 S. Harlem, Tinley Park, IL

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 27 in Block 12 in Sundale Ridge, a subdivision of part of the Southeast 1/4 and part of the East 1/2 of the South west 1/4 of Section 25, Township 36 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: 27-25-418-040 90167152

Address(es) of premises:

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, with interest. The Grantor is jointly and severally indebted upon the 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 GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and 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 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 arrange or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and any money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at a prime + 4.00 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 whole 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 a prime + 4.00 per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or by both, the same as 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, geographer'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 a decree of sale shall have been entered or not, shall not be dismissed, nor shall 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, 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: Robert L. Bullard and Kathleen A. Bullard, his wife as joint tenants

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 and seal of the Grantor this 29 day of March, 1990.

Robert L. Bullard (SEAL)

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

Kathleen A. Bullard (SEAL)

This instrument was prepared by Deborah M. Bauer, 16255 S. Harlem, Tinley Park, IL 60477 (NAME AND ADDRESS)

THIS MORTGAGE IS A SECOND MORTGAGE

90167152

1300

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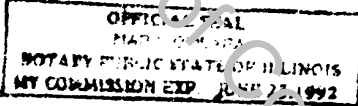
STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert L. Bullard and Kathleen A. Bullard,  
his wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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)



*May O'Meara*  
Notary Public

Commission Expires

90167152

Cook County Clerk's Office

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

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



GEORGE E. COLE  
LEGAL FORMS