

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

90198275

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TITLE SERVICES # 15-59u

THIS INDENTURE WITNESSETH, That **James Richmond**

(hereinafter called the Grantor), of
830 Elder Lane Homewood, Il. 60430
(No. and Street) (City) (State)

DEPT-01 RECORDING \$13.25
T#3333 TRAN 5714 05/01/90 13:57:00
#2083 # *-90-198275
COOK COUNTY RECORDER

for and in consideration of the sum of Twelve thousand and
00/100----- Dollars

in hand paid, CONVEY S AND WARRANT S to
Tinley Park Bank
of 16255 S. Harlem Tinley Park, Il. 60477
(No. and Street) (City) (State)

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:

Unit "B" - 211 as delineated on Plat of Survey of certain portions of Lot 1 in Homewood (Lakewood, being a Subdivision of that part of the North 820.77 feet of the South 1240.50 feet of the West 590.00 feet of the East 885.90 feet of the South East 1/4 of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, lying Southerly of the Southerly right of way line of the Illinois Central Railroad, and lying West of the West line of Halsted Street Subdivision, all in Cook County, Illinois, hereafter referred to as "Parcel" which Plat of Survey is attached as Exhibit "AA" to Declaration of Condominium Ownership made by Beverly Bank as Trustee under Trust Agreement dated July 9, 1971 and known as Trust Number 8-3046, which said Declaration of Condominium Ownership was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 22332382, together with an undivided .5366 per cent interest in said parcels (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

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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, or rebuilding or restoration 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 mortgage 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 13.99 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 13.99 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, 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 a decree of sale shall have been entered or not, shall not be dismissed, nor a decree 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 **James Richmond**

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 **8th** day of **March**, 19 **90**

James Richmond (SEAL)
James Richmond

Please print or type names of all parties to this instrument in the space provided below.

This instrument was prepared by **Wm. Ber, Tinley Park Bank 16255 S. Harlem Tinley Park, Il. 60477**
(NAME AND ADDRESS)

13 Mail

90198275

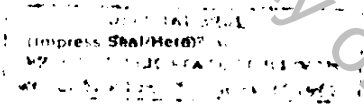
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STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Richmond

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of him instead.

Given under my hand and official seal this 8th day of March, 1990.



James Richmond
Notary Public

Commission Expires

50108875

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

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

(SEAL)

(SEAL)

James Richmond

Witness the hand and seal of the grantor this 8th day of March 1990

The name of a record owner is James Richmond Cook. The name of the grantor or of his resignation, refusal or failure to act, then of said county is hereby appointed to be first successor in this trust, and for any like cause said first successor or his heirs shall be the acting Recorder of Deeds of said county as hereby appointed to be second successor in this trust. And when all of the above said covenants and agreements are performed, the grantee or his successor in this trust shall release said premises to the party entitled, on receiving his reasonable charges.

IN THE EVENT of a breach of any of the above said covenants or agreements the grantor shall, at the option of the legal holder thereof, without demand, and the same with interest thereon from the date of payment at 13.99 percent per annum shall be recoverable by foreclosure thereof, or by suit at law, or both the same as if all of said indebtedness had been matured by express terms. The grantor shall also be bound to pay all expenses and disbursements incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, a paragraph's charges, cost of printing, a comprehensive abstract showing the whole title of said premises embracing foreclosure decree, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether such proceedings 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, and the costs including attorney's fees, have been paid. The grantor for the grantor and for the heirs, executors, administrators and assigns of the grantor who shall be bound to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the thing of any party claiming under the grantor, appoint a receiver to take possession of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of a breach of any of the above said covenants or agreements the grantor shall, at the option of the legal holder thereof, without demand, and the same with interest thereon from the date of payment at 13.99 percent per annum shall be recoverable by foreclosure thereof, or by suit at law, or both the same as if all of said indebtedness had been matured by express terms. The grantor shall also be bound to pay all expenses and disbursements incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary evidence, a paragraph's charges, cost of printing, a comprehensive abstract showing the whole title of said premises embracing foreclosure decree, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and the costs including attorney's fees, have been paid. The grantor for the grantor and for the heirs, executors, administrators and assigns of the grantor who shall be bound to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the thing of any party claiming under the grantor, appoint a receiver to take possession of said premises with power to collect the rents, issues and profits of the said premises.

In 59 installments of \$260.87 each and a final installment of \$260.87, beginning on April 12, 1990, and continuing on the same day of each successive month thereafter until fully paid.

WHEREAS, The Grantor is justly indebted upon his principal promissory note bearing even date herewith, payable

950 Elder Lane Homewood, IL 60430 (Address) of premises;

Permanent Real Estate (Map No. 87-32-406-043-1044)

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

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TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202 February, 1985

LEGAL FORMS GEORGE E. COLE

NSI TITLE SERVICES # P5-59a

3:57:00 275 \$13.25

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BOX NO.

SECOND MORTGAGE
Trust Deed

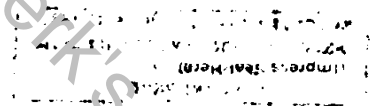
TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

36166775

Commission Expires



Mary C. Meara
Notary Public

Given under my hand and official seal this 8th day of March, 1990.

waver of the right of homestead.

instrument is his free and voluntary act for the uses and purposes therein set forth, including the release and
personally known to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that he signed, sealed and delivered the said

State aforesaid, DO HEREBY CERTIFY that James Richmond is a Notary Public in and for said County, in the
the undersigned

STATE OF Illinois }
COUNTY OF Cook }
SS.