

THIS INDENTURE WITNESSETH, That James L. Flanagan and Gale J. Flanagan, his wife (J)
(hereinafter called the Grantor), of 104 Mendon Ln. Schaumburg, IL 60193

(No. and Street) (City) (State)
for and in consideration of the sum of Ten Thousand One Hundred Eighty and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to MIDWEST BANK and TRUST COMPANY
of 1606 N. Harlem Ave., Elmwood Park, Illinois 60635
(No. and Street) (City) (State)

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 #78 in Weathersfield West Unit Four B being a subdivision in the Southeast Quarter of fractional Section 19, Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded as Document 86-477818 on October 15, 1986 in the office of the Recorder of Deeds in Cook County, Illinois.

P.I.N. 07 19 400 021 000

RECORDED
1986 APR 25 11 11 AM
90200513
COOK COUNTY RECORDER

90200513

Above Space For Recorder's Use Only

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable in 11 monthly installments of \$ 909.37 each, beginning on May 25, 19 90 and continuing on the same day ~~XXXXXX~~ balance due.

Proceeds of \$10180.00. Maturing April 25, 1991

90200513

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 a schedule 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 rebuild or restore all 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 not payable to the holder of the first mortgage indebtedness, with loss clause attached payable to the 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 mortgages 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 mortgages or the interest thereon when due, the grantee or the holder of said note or notes may purchase such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or title attaching said premises or pay all prior mortgages and the interest thereon from time to time and all money so paid, the Grantor agrees to repay immediately with out demand and with same with interest thereon from the date of payment at 11.25 per cent per annum, shall be so much additional indebtedness as is hereby.

IN THE EVENT of 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 13.25 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if said indebtedness had then matured by express terms.

IT IS AGREED that the Grantor shall pay all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the filing of such suit, including reasonable attorney's fees, all delays in documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises and time for foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, reasonable attorney's fees and costs of proceeding when the trustee or any holder of any part of said indebtedness, or 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 proceedings, whether foreclosed or not, shall not be dismissed, nor release 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 beneficiary, executor, 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, naming 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.

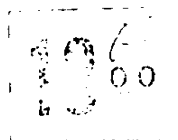
The name of a real owner is James L. Flanagan and Gale J. Flanagan, his wife (J)
Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 Existing 1st Mortgage

Witness the hand and seal of the Grantor this 20th day of April, 1990

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



X James L. Flanagan (SEAL)

X Gale J. Flanagan (SEAL)

This instrument was prepared by Jerry Marshall for Midwest Bank 1606 N. Harlem Ave Elmwood Park, IL
(NAME AND ADDRESS)

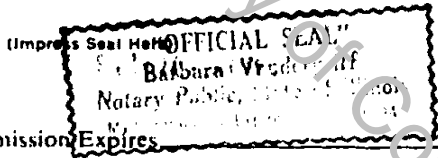
UNOFFICIAL COPY

STATE OF Ill }
COUNTY OF Cook } ss.

I, Barbara V. Vandenburgh, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James & Catherine [unclear] his wife

personally known to me to be the same person whose name James 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 20th day of Apr, 1982



[Signature]
Notary Public

818050E

PROPERTY OF COOK COUNTY CLERK'S OFFICE

BOX No. 90200513
SECOND MORTGAGE

Trust Deed

MIDWEST BANK and TRUST COMPANY

Elmwood Park, Illinois

to



MAIL TO:
MIDWEST BANK and TRUST COMPANY
1606 N. Harlem Ave.
Elmwood Park, Illinois 60635

Member of ILLIANA FINANCIAL, INC.