

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

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THIS INDENTURE WITNESSETH that ISMAEL T. DAYRIT and ELIZABETH E. DAYRIT, his wife

(hereinafter called the Grantor), of 1955 W. GRANVILLE AVENUE, CHGO, IL 60660

for and in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED FORTY SIX and 76/100 Dollars

in hand paid, CONVEY AND WARRANT to BANK OF COMMERCE & INDUSTRY of 6100 N. NORTHWEST HIGHWAY, CHGO, IL 60631

DEPT-01 RECORDING \$13.25 T49999 TRAN 4062 05/03/90 12:32:00 49909 + G *-90-204692 COOK COUNTY RECORDER

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 4 (EXCEPT THE EAST 33 FEET THEREOF) AND LOT 5 (EXCEPT THE WEST 33 FEET THEREOF) IN BLOCK 19 IN PART OF HIGH RIDGE, BEING A SUBDIVISION OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, 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.

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 Thirty Six (36) successive monthly instalments of TWO HUNDRED THIRTY SEVEN AND 41/100 (\$237.41) Dollars beginning on May 20, 1990 and thereafter on the same day of each subsequent month until paid in full.

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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 notes provided, or according to any agreement extending time of payment, (2) to pay when due in each year, all taxes and assessments on said premises, and on demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings and 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 first holder of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said mortgage trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time of 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 to do any one or more of the foregoing, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge any lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ percent 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 _____ percent 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 and all incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, not less than documentary tax, 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 grantor 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 in favor of the grantee, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether the decree of sale shall have been entered 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 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 such 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 other person 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 said premises.

The name of a record owner is ISMAEL T. DAYRIT AND ELIZABETH E. DAYRIT, his wife

IN THE EVENT of the death, removal from said COOK County of the grantee, or of his resignation, removal or failure to act, then BANK OF COMMERCE & INDUSTRY of said County is hereby appointed to be first successor in this trust, and if for any like cause the 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 by him reasonable charges.

This trust deed is subject to

Witness the hand S. and seal S. of the Grantor this 22nd day of April 1990



ISMAEL T. DAYRIT (SEAL)

ELIZABETH E. DAYRIT (SEAL)

Please print or type names in below signature(s)

BANK OF COMMERCE & INDUSTRY

BY: Dolores LaBuda, Loan Officer

This instrument was prepared by Michael Tomeczko, c/o Bank of Commerce & Industry 6100 N. Northwest Highway Chicago, IL 60631

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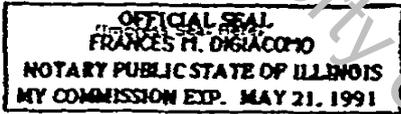
UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Frances DiGiaco, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ismael T. Dayrit and Elizabeth E. Dayrit

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 notarial seal this 20th day of April, 1990.



Frances M. DiGiaco
Notary Public

Commission Expires _____

Property of Cook County Clerk's Office

9020692

BOX No. _____
SECOND MORTGAGE
Trust Deed

ISMAEL T. AND ELIZABETH E. DAYRIT
TO

BANK OF COMMERCE & INDUSTRY

Address of property

1955 W. Granville
Chicago, IL



MAIL TO: BANK OF COMMERCE & INDUSTRY
6100 N. NORTHWEST HIGHWAY
CHICAGO, ILLINOIS 60631