

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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

90209890

THIS INDENTURE WITNESSETH, That American National Bank as  
Trustee under Trust #110810-07

(hereinafter called the Grantor), of  
33 N. La Salle Street, Chicago, IL 60609

for and in consideration of the sum of  
Ten and no/100ths (\$10.00) Dollars

in hand paid, CONVEY AND WARRANT to C.K.D. - Createc  
Corporation

of 1111 Plaza Drive, Suite 705, Schaumburg, IL

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 7 in Block 5 in Ure Addition to Hoffman Estates, being a subdivision of  
the Southwest quarter of the Northwest quarter of Section 16 and the Southeast  
quarter of the Northeast quarter of Section 17, Township 41 North, Range 10, East  
of the Third Principal Meridian, according to the plat thereof recorded October 30,  
1978 as Document Number 24693704, in Cook County, Illinois.

P.I.N. #07-17-206-007

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 a principal promissory note bearing even date herewith, payable in monthly  
payments of interest only in the amount of \$289.33, with a final payment of all  
principal and interest on May 2, 1995, which further provides that all amounts due  
shall become payable prior to the due date in the event of certain other contin-  
gencies including any transfer of interest in the property.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 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  
acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee, and second, to the  
Trustee herein as their interests may appear, which policies shall be left and remain with 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 discharge or purchase any tax 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 ten 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 twelve per cent per annum, shall be recoverable by foreclosure thereof, 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 document and 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor cease 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 anyone 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 American National Bank & Trust Co. as Trustee U/T #110810-07

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then  
of said County is hereby appointed to be first successor in this trust;  
and if for any like reason 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 the terms and provisions of the Note which this trust deed secures  
as well as the shared equity agreement entered into between the grantee and the  
beneficiaries of the grantor trust

Witness the hand and seal of the Grantor this 1st day of May, 1990.

AMERICAN NATIONAL BANK & TRUST CO., not  
personally but as Trustee under Trust (SEAL)  
#110810-07

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

BY: 90209890 (SEAL)

This instrument was prepared by George J. Bakalis, 181 S. Bloomingdale Road - #103, Bloomingdale,  
Illinois 60108

After recording: Ms Barabara Zych, American National Bank  
33 North LaSalle Street, Chicago, Ill. 60690

DEPT-01 RECORDING \$13.25  
T#9999 TRAN 4362 05/07/90 10:31:00  
#0648 # G # - 90-209890  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

90209890

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STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Impress Seal Here)

Notary Public

Commission Expires \_\_\_\_\_

06209890

BOX No. \_\_\_\_\_

SECOND MORTGAGE

**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or of action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

90209990

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
By: *[Signature]*  
Vice-President  
Assistant Secretary

STATE OF ILLINOIS,  
COUNTY OF COOK

I, *[Signature]*, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that *[Signature]* Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and *[Signature]* Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this *[Signature]* day of *[Signature]* A. D. 19*[Signature]*  
Notary Public

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