

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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RE TITLE SERVICES # 25-828

THIS INDENTURE WITNESSETH, That Edward S. Ryan and Lorene G. Ryan, his wife

30221792

(hereinafter called the Grantor), of 3251 W. 184th Street, Unit #3251-2B, Homewood, IL

for and in consideration of the sum of \$12,000.00  
Twelve Thousand and No/100 Dollars

in hand paid, CONVEY AND WARRANT to Beverly Bank Lockport, an Illinois Banking Corporation  
of 1055 E. 9th Street, Lockport, Illinois

DEPT-01 RECORDING  
T#3333 TRAN 6809 05/13/90 12:48:00  
#5151 C #-90-224792  
Above Specimen County Recorder

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including air heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profit of said premises, situated in the County of Cook and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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(s) 31-02-202-007-1036  
Address(es) of premises: 3251 W. 184th Street, Unit #3251-2B, Homewood, Illinois 60430

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon \$12,000.00 promissory note bearing even date herewith, payable in 59 monthly installments of \$267.49 for principal and interest and a final payment of \$ 267.49 due on the 60th installment.

This Trust Deed covers all renewals, conversions or extensions of the promissory note mentioned above.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 the building or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed thereon; (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 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 of 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.00% 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 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 12.00% per cent per annum, shall be recoverable by foreclosure in court, 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, photographer'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 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 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: Edward S. Ryan and Lorene G. Ryan, his wife

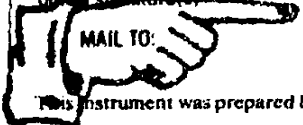
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title and Trust Company of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, 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.

Witness the hand and seal of the Grantor this 5th day of May, 1990

This Document Prepared By: X Edward S. Ryan (SEAL)

PATRICIA RITCHIE  
BEVERLY BANK-LOCKPORT  
1055 E. 9th STREET  
LOCKPORT, ILLINOIS 60441  
X Lorene G. Ryan (SEAL)

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



This instrument was prepared by (NAME AND ADDRESS)

1425

# UNOFFICIAL COPY

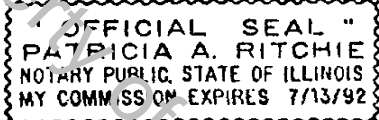
STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, \_\_\_\_\_ the undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward S. Ryan and Lorane G. Ryan, 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 8th day of May, 1990.

(Impress Seal Here)



Patricia A. Ritchie

Notary Public  
Patricia A. Ritchie

Commission Expires July 13, 1992

30221792

COOK County Clerk's Office

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

9 0 2 2 4 7 9 2

Unit 3251-2B in Pinetree Condominium as delineated on Survey of the following described parcel of real estate (hereinafter referred to as "Parcel")

That part of the North 10 acres of the South  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 2, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois, (hereinafter referred to as "Parcel"). Which survey is attached' as Exhibit "A" to Declaration of Condominium made by LaSalle National Bank under Trust No. 47610, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 13,427,813 as amended from time to time, together with its undivided percentage interest in said parcel (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.

PIN# 31-02-202-007-1036

30224792  
Office