

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Brian Lemon and Constance S. Lemon, his wife

90241070

(hereinafter called the Grantor), of 1651 N. Dayton Unit 100, Chicago, Illinois

for and in consideration of the sum of Sixty Thousand Dollars and no/100's _____ Dollars

in hand paid, CONVEY AND WARRANT to Robert R. Lenzi and Joyce Lenzi, his wife of 473 Uvedale, Riverside, Illinois

DEPT-01 RECORDING \$14.25
T#9999 TRAN 3994 05/23/90 15:21:00
#4394 \$ *-90-241070
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:

SEE LEGALS ATTACHED

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

Parcel #1 15-25-408-016
Permanent Real Estate Index Number of Parcel #2 14-32-426-068-1001
Address(es) of premises Parcel #1 - 473 Uvedale, Riverside, IL
Parcel #2 - 1651 N. Dayton, Unit 100, Chicago, IL

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

To Robert R. Lenzi and Joyce Lenzi, his wife for \$60,000.00 bearing interest at 10% per annum, due on May 15, 1991 or upon the sale to 1651 N. Dayton, Unit 100, Chicago, IL, whichever shall first occur.

THE GRANTOR covenants and agrees as follows. (1) To pay said indebtedness, and the interest thereon, as provided in 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 of, or 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 the 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 _____ 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 _____ 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 preparation, 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 decree of sale shall have been entered or not, shall not be dismissed, nor shall 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 Brian Lemon & Constance Lemon, his wife of Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 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 a promissory note executed on May 15, 1990

Witness the hands and seal of the Grantor this 15 day of May, 19 90

Brian J. Lemon (SEAL)
Constance S. Lemon (SEAL)

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

Richard A. Kocurek, 3239 S. Grove Ave, Berwyn, IL 60402

This instrument was prepared by _____ (NAME AND ADDRESS)

RETURN TO: Joseph J. Tryzna, Ltd., 7222 W. Cermak, No. Riverside, Ill. 60546

COOK COUNTY SECOND MORTGAGE

90241070

14 25
MAIL TO

UNOFFICIAL COPY

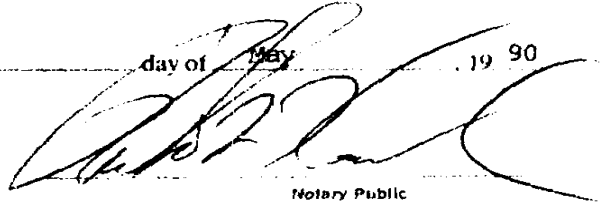
STATE OF Illinois }
COUNTY OF Cook } ss.

I, Richard A. Kocurek a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brian Lemon and Constance Lemon, his wife

personally known to me to be the same person^s whose name^s 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.

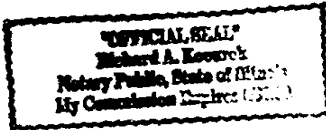
Given under my hand and official seal this 15 day of May, 19 90

(Impress Seal Here)



Notary Public

Commission Expires June 30, 1990



Property of Cook County Clerk's Office

90241070

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

Parcel #1

Legal Description for : 473 Uvedale^{8, 0, 2, A, 110, 7, 0}, Riverside, Illinois

The West 1/2 of lot 1443 as measured by a line drawn from middle point to rear line of said lot to middle point in front lot line thereof, in Block 40 in Third Division of Riverside in Section 25, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County Illinois

Perm. Tax Id#15-25-408-016

Parcel #2

Legal Description for: 1651 N. Dayton, Unit 100, Chicago, Illinois

Unit 100 together with its undivided percentage interest in the common elements in 1651 North Dayton Condominium as delineated and defined in the declaration recorded as document No. 85296709, in the East 1/2 of the southeast 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

perm. Tax ID # 14-32-426-068-1001

PROPERTY OF COOK COUNTY CLERK'S OFFICE

90241070

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