

# UNOFFICIAL COPY

TRUST DIED  
SECOND MORTGAGE (ILLINOIS)

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90259300

THIS INDENTURE WITNESSETH, That Walter Pagor Sr. and Carole Pagor, his wife as joint tenants

(hereinafter called the Grantor), of  
10309 Fullerton, Melrose Park, IL 60164

(No and Street)

(City)

(State)

for and in consideration of the sum of Twenty Thousand and  
NO/100---- (\$20,000.00)----- Dollars

in hand paid, CONVEY AND WARRANT to  
Northlake Bank

of 26 W. North Ave., Northlake, IL 60164  
(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:

Above Space For Recorder's Use Only

The west  $\frac{1}{2}$  (except the south 125 feet thereof) of Lot 63 & the north 75 feet of the south 200 feet of the east  $\frac{1}{2}$  of Lot 64 & that part lying north of the south 200 feet thereof of the east  $\frac{1}{2}$  of the east  $\frac{1}{2}$  of Lot 64 in Frederick H. Bartlett's Fullerton Avenue Farms, being a subdivision of the north  $\frac{1}{2}$  of the north west  $\frac{1}{4}$  (except the east 20 acres thereof and also except the east 3 acres of the south  $\frac{1}{2}$  of the north  $\frac{1}{2}$  of the north west  $\frac{1}{4}$  of said north west  $\frac{1}{4}$ ) of Section 33, Township 40 north, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Numbers: 12-33-100-019 & 12-33-100-021

Address(es) of premises: 10309 Fullerton, Melrose Park, IL 60164

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon the first principal promissory note bearing even date herewith, payable

Interest monthly on outstanding principal balance beginning on June 17, 1990 and each consecutive month thereafter

30259300

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, arising in and in said note or notes provided, or according to any agreement extending time or 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 repair, build 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 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 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 Thirteen 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 the maximum per cent per annum allowable by law, 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 documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure, etc., 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, and an additional lien upon said premises, shall be taxable 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.

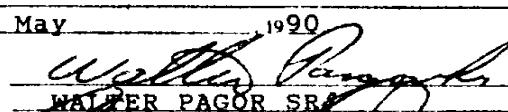
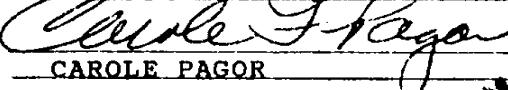
The name of a record owner is: Walter Pagor Sr. & Carole Pagor, his wife as joint tenants

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 Northlake Bank 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to none.

Witness the hand and seal of the Grantor this 17th day of May, 1990

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

  
WALTER PAGOR SR. (SEAL)  
  
CAROLE PAGOR



This instrument was prepared by J. Seiden, Northlake Bank, 26 W. North Ave., Northlake, IL  
(NAME AND ADDRESS)  
60164

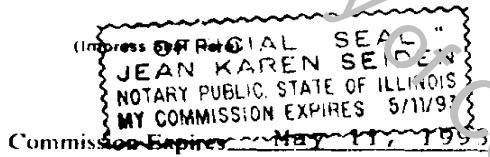
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STATE OF ILLINOIS }  
COUNTY OF DUPAGE } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter Pagor Sr. and Carole Pagor, his wife as joint tenants,

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 the 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 17th day of May, 1990.



*Jean Karen Seider*  
Notary Public

DEFT-01 RECORDING \$14.25  
T#2222 T#RN 7903 06/04/90 14:07:00  
#9190 # \*-90-259300  
COOK COUNTY RECORDER

90259300

90259300

SECOND MORTGAGE  
**Trust Deed**

TO

*TC 22*



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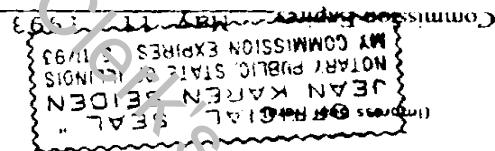
SECOND MORTGAGE  
Trust Deed

BOX No \_\_\_\_\_  
90259300

Property of Cook County Open Access Office

Given under my hand and official seal this 17th day of May 1990  
waiver of the right of homestead

I, the undersigned, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that Walter Pagoet, Sr., and, Carole Pagoet, his  
personally known to me to be the same person, whose name is, are, subscribed to the foregoing instrument,  
instrument, etc., etc., free and voluntary act, for the uses and purposes herein set forth, including the release and  
appeared before me this day in person and acknowledged that they, signed, sealed and delivered the said  
JEAN KAREN SEIDEN  
NOTARY PUBLIC, STATE OF ILLINOIS  
#9190 # \*-90-259300  
T#2222 TRAN 7903 06/04/90 14:37:00  
BEFT-01 RECORDING  
\$14.25  
COOK COUNTY RECORDER



STATE OF ILLINOIS  
COUNTY OF DuPAGE  
} ss.