

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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50274225

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That James A. Coleman and Jeanine McKay Coleman, his wife

(hereinafter called the Grantor), of 4445 W. Wrightwood, Chicago, Illinois

for and in consideration of the sum of Ten (\$10.00) Dollars

in hand paid, CONVEY AND WARRANT to Vincent D. O'Donnell of 7112 West Peterson Street, Chicago, Illinois

13.00

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 22 in Block 23 in Montrose, a Subdivision of the North West 1/4 and the North 1/2 of the South West 1/4 of Section 15 and the East 1/2 of Lot 1 of a Subdivision of the North 1/2 of Section 16, Township 40 North, Range 13 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.

Permanent Real Estate Index Number: 13-15-122-003-0000  
Address(es) of premises: 4547 North Kilbourn, Chicago, 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 ~~XXXXXX~~ in the amount of Ten Thousand (\$10,000.00) Dollars payable monthly over fifteen (15) years at an interest rate of 10.5% per annum with a balloon payment at the end of thirty-six (36) months.

COOK COUNTY, ILLINOIS  
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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided 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 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 his charge 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 to come with interest thereon from the date of payment of such indebtedness at the rate of 12 percent per annum shall be so much additional indebtedness secured by this deed.

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 all interest thereon from time of such breach at 12 percent 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 or connected with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or contracting 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 a 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, gives 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 entitled 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 same premises.

The name of a record owner is Vincent D. O'Donnell 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 Receiver or 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 given as a first mortgage to Chemical Financial in the principal amount of One Hundred Eleven Thousand Two Hundred (\$111,200.00) Dollars & recorded as doc 90274224 19 90 June

Witness the hand and seal of the Grantor this 1st day of June, 19 90  
James A. Coleman (SEAL)  
James A. Coleman

Please print or type name(s) below signature(s)  
Jeanine McKay Coleman (SEAL)  
Jeanine McKay Coleman

This instrument was prepared by Terrence J. McConville, 180 N. LaSalle St., Ste. 1601, Chgo. IL 60601 (NAME AND ADDRESS)

Box 333

File 72-60-564 Fa 1995-09-27 2007

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

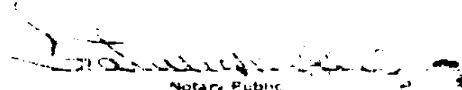
I, \_\_\_\_\_ the undersigned \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Coleman and Jeanine McKay Coleman, his wife

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 official seal this 1st day of June, 19 90

(Impress Seal Here)

Commission Expires

  
Notary Public

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE  
**Trust Deed**

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Registration No. \_\_\_\_\_  
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

By \_\_\_\_\_  
Notary Secretary

GEORGE E. COLE  
LEGAL FORMS