

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

90326985

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THIS INDENTURE WITNESSETH, That Eugene M. McSweeney & Joanne E. McSweeney, his wife

(hereinafter called the Grantor), of

908 N. Rohlwing, Palatine, Illinois 60067

(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 & WARRANT & to Edison Credit Union  
an IL corp. incorp. under the IL Credit Union Act  
of 300 W. Adams, Suite 330, Chicago, Illinois 60606

(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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:  
Lot 204 in Vereda Subdivision, a subdivision located in the Southeast Quarter of Section 11, Township 42 North, Range 10 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 ( ): 02-11-409-015

Address(es) of premises: 908 N. Rohlwing, Palatine, Illinois 60067

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

WHEREAS, The Grantor is justly indebted upon a principal installment note bearing even date herewith, payable

to Edison Credit Union in the principal amount of \$20,000.00 payable in 60 monthly installments of \$425.98, bearing interest at the rate of 9.5% per annum, as per the tenor of the said Installment Note.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as 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, and to be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee; and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in full force and effect 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 principal or 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 9.5% 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 9.5% 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 correcting 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 charge 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 the lease herent 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: Eugene M. McSweeney & Joanne E. McSweeney, 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 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.

This trust deed is subject to first mortgage of St. Paul Federal Savings & Loan Association  
of Chicago dated March 28, 1968 and recorded as Document No. 20448929

Witness the hand & seal of the Grantor this 29th day of June, 19 90

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

Eugene M. McSweeney (SEAL)  
Eugene M. McSweeney

Joanne E. McSweeney (SEAL)  
Joanne E. McSweeney

MAIL TO:

This instrument was prepared by Joel Goldman, Esq., Two Crossroads of Commerce, Suite 310  
Rolling Meadows, Illinois 60008  
(NAME AND ADDRESS)

90326985

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Debra S. Bleser, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Eugene M. McSweeney & Joanne E. McSweeney, his wife

personally known to me to be the same person whose name is 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 29th day of June, 1990.

(Impress Seal Here)



Debra S. Bleser  
Notary Public

Commission Expires

Identification No. 4591

EDISON CREDIT UNION, Trustee

By: Debra S. Bleser

DEPT-01 RECORDING \$14.00  
TR555 TRN 07/07/90 12:03:00  
#9841 = 30-90-526785  
COOK COUNTY RECORDER

90326385  
Cook County Clerk's Office

90326395

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

Eugene M. McSweeney & Joanne  
E. McSweeney, his wife  
TO  
EDISON CREDIT UNION,  
and Illinois corporation

MAIL TO:  
JOEL GOLDMAN  
ATTORNEY AT LAW  
TWO CROSSROADS OF COMMERCE  
ROLLING MEADOWS, IL 60008

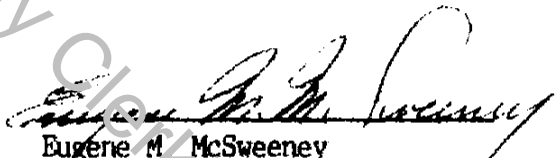
GEORGE E. COLE  
LEGAL FORMS


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RIDER ATTACHED TO TRUST DEED AND MADE  
A PART HEREOF TO THAT CERTAIN NOTE  
DATED June 29, 1990  
EDISON CREDIT UNION, AS MORTGAGEE  
("TRUSTEE"), and Eugene M. McSweeney  
& Joanne E. McSweeney, his wife  
AS MORTGAGORS ("GRANTORS")

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including, but not limited to, conveyance by deed or assignment of beneficial interest or Articles of Agreement for Deed or Installment Contract for Deed, so long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Installment Note.

Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

  
Eugene M. McSweeney

  
Joanne E. McSweeney

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