

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INSTRUMENT WITNESSETH that Gladstone-Norwood Trust and Savings Bank as Trustee U/T/A dated 4/12/84 a/k/a Tr. #847 (hereinafter called the Grantor), of 3848-58 N. Cicero Ave., Chicago, IL

for and in consideration of the sum of One Hundred Thousand and no/100----- (\$100,000.00)----- Dollars in hand paid, CONVEY AND WARRANT TO FIRST OF AMERICA BANK - GOLF MILL, an Illinois Banking Corporation of 9101 Greenwood Avenue, Niles, IL 60648

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 SCHEDULE "C" HEREBY MADE A PART OF FOR LEGAL DESCRIPTION --

90368581

DEPT-01 RECORDING \$14.25
T#7777 TRAN 8581 07/31/90 13:13:00
Abn-42508-4-1-REC-000-90-368581
COOK COUNTY RECORDER

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 of 13-21-211-028-0000
Address(es) of premises 3848-58 N. Cicero Ave., Chicago, IL

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements hereon
WHEREAS The Grantor is justly indebted upon *XXXXXXXXXXXXXXXXX bearing even face herewith, payable *one Commercial Installment Note

To the order of First of America Bank - Golf Mill at its office in Niles, IL the principal sum of One Hundred Thousand and no/100 (\$100,000.00) with interest on the principal balance at the rate of 12.00% per annum from June 27, 1990 until maturity. Repayment of the indebtedness shall be in 59 equal, consecutive installments of \$1,434.71 each, beginning on the 27th day of July, 1990 and continuing on the same day of every month thereafter, until fully paid, said payments to include both principal and interest at the above rate, with a final payment of all remaining principal and interest due at maturity.

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III GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, hereon 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 build up of or to 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 hereon, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable hereon to the Trust Trustee of Mortgage, and second, to the Trustee hereon as their interests may appear, which policies shall be kept 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 18.00 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 18.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both the same as if a lot 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 documents, evidence, stenographer's charges, cost of procuring or compiling 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 the decree of sale shall have been entered or not, shall not be dismissed, nor refused, heretofore, 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: Gladstone-Norwood Trust and Savings Bank as Trustee U/T/A dated 4/12/84 a/k/a Tr. #847
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 First of America Bank - Golf Mill 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.

-90-368581

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Witness the hand and seal of the Grantor this 27th day of June, 1990

"The Trustee in executing this document SPECIFICALLY EXCLUDES all representation of any environmental condition of the premises whether under the FEDERAL ENVIRONMENTAL PROTECTION ACT or other laws (including the Bankruptcy Code). This Trust, has management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee."

Gladstone-Norwood Trust and Savings (SEAL) Bank as Trustee U/T/A dated 4/12/84 a/k/a Tr. No. 847

By: [Signature] Asst. Trust Off.
Attest: [Signature] R.E. In, Officer

This instrument was prepared by G. Cocks, First of America Bank - Golf Mill, 9101 Greenwood Ave. (NAME AND ADDRESS) Niles, IL 60648

MAIL TO

90368581

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

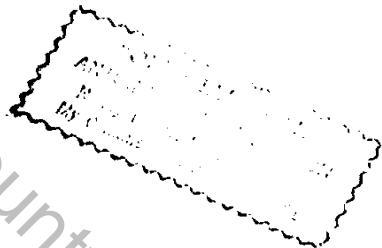
I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JoAnn Bohn and Eleanor Kabala Asst. Trust Officer and Real Estate Loan Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before 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 27th day of June, 1990.

(Impress Seal Here)

[Handwritten Signature]
Notary Public

Commission Expires 8/10/91



"The Trustee in executing this document SPECIFICALLY EXCLUDES all representation of any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this trust, has management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee."

This mortgage is executed by Gladstone-Norwood Trust & Savings Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Gladstone-Norwood Trust & Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, an such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF.

18559306

BOX No.

SECOND MORTGAGE
Trust Deed

Gladstone-Norwood Trust and Saving Bank, as Trustee U/T/A dated 4/12 a/k/a Trust No. 847

TO

First of America Bank - Golf_Mil

SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED HERETO AND MADE A PART HEREOF.

GEORGE E. COLE
LEGAL FORMS

BOOK NO.

90366581

SECOND MORTGAGE
Trust Deed

Cladstone-Norwood Trust and Savings
Bank, as Trustee U/T/A dated 4/12/84
a/k/a Trust No. 847

TO

Trust of America Bank - Golf Mill

UNOFFICIAL COPY

ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY TO THE EXCLUSIVE BENEFIT OF THE COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

90366581

wavier of the right of homestead

instrument, their free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this day in person and acknowledged that they signed, sealed and delivered the said

personally known to me to be the same person, whose name are subscribed to the foregoing instrument.

-----Asst. Trust Officer and Real Estate Loan Officer-----

State aforesaid, DO HEREBY CERTIFY that JoAnn Bohm and Eleanor Kabala-----

I, the undersigned, a Notary Public in and for said County, in the

STATE OF Illinois }
COUNTY OF Cook }
ss.

UNOFFICIAL COPY

MAIL TO
KLEIN

This instrument was prepared by G. Cocks, First of America Bank - Golf Mill, 9101 Greenwood Ave., Niles, IL 60648 (NAME AND ADDRESS)

By: Glenn R. E. In. Officer Asst. Trust Off. (SEAL)
Tr. No. 847
Bank as Trustee U/T/A dated 4/12/84 a/k/a Gladstone Norwood Trust and Savings (SEAL)

The Trustee in executing this document SPECIFICALLY EXCLUDES all representation of any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise (including) of the Trust has management and control to execute as environmental representative but not as agent for or on behalf of the Trustee.

Witness the hand of and seal of the Trustee on this 27th day of June 1990

90-368581

THE NAME OF THE DEED OF REMOVAL FROM SAID FIRST OF AMERICA BANK - GOLF MILL Cook County is hereby appointed to be the first successor in this trust and if for any reason the first successor fails or refuses to act, the person who shall then be the acting Record of Deeds of said County is hereby appointed to be the 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 the name of a record owner Gladstone Norwood Trust and Savings Bank as Trustee U/T/A dated 4/12/84 a/k/a Tr. #847

THE GRANTS FOR COVENANTS AND AGREES AS FOLLOWS: (1) To pay said indebtedness, and the interest thereon, hereon and in said note or notes provided, 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 premises that may have been destroyed or damaged; (3) that waste to be committed on said premises shall not be committed or suffered; (4) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee hereon; (5) to keep all buildings now or at any time on said premises insured in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached; (6) to the first Trustee or Mortgagee, and second, to the Trustee hereon as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) to pay all prior mortgages, and the interest thereon, at the time of times when the same shall become due and payable; (8) in the event of failure to insure, or pay taxes or assessments, or the prior mortgages 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 charge or purchase any tax lien or title affecting said premises or pay all prior mortgages and the interest thereon from time to time, and all money so paid, the grantee agrees to repay immediately with interest, and the same with interest thereon from the date of payment at 18.00 percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT OF A BREACH OF ANY OF THE AFORESAID COVENANTS OR AGREEMENTS, 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 18.00 percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, to the same as all of said indebtedness had been matured by express terms.

IT IS AGREED BY THE GRANTOR THAT ALL EXPENSES AND DISBURSEMENTS PAID OR INCURRED IN CONNECTION WITH THE FORECLOSURE HEREON, INCLUDING REASONABLE ATTORNEY'S FEES, OUTLAYS FOR DOCUMENTS, EVIDENCE, SCENOGRAPHER'S CHARGES, COST OF PRINTING, OR COMPLETING ABSTRACT SHOWING THE WHOLE TITLE OF SAID PREMISES EMPHATICALLY SHALL BE PAID BY THE GRANTOR, AND THE LIKE EXPENSES AND DISBURSEMENTS, OCCASIONED BY ANY SUIT OR PROCEEDING WHEREIN THE GRANTOR 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, WHICH SHALL NOT BE DISMISSED, NOR RELEASE HEREOF GIVEN, UNTIL ALL SUCH EXPENSES AND DISBURSEMENTS, 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 RIGHTS TO THE POSSESSION OF, AND INCOME FROM, SAID PREMISES, SUCH AS 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.

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TO THE ORDER OF FIRST OF AMERICA BANK - GOLF MILL AT ITS OFFICE IN NILES, IL THE PRINCIPAL SUM OF ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) WITH INTEREST ON THE PRINCIPAL BALANCE AT THE RATE OF 12.00% PER ANNUM FROM JUNE 27, 1990 UNTIL MATURITY. REPAYMENT OF THE INDEBTEDNESS SHALL BE IN 59 EQUAL, CONSECUTIVE INSTALLMENTS OF \$1,434.71 EACH, BEGINNING ON THE 27TH DAY OF JULY, 1990 AND CONTINUING ON THE SAME DAY OF EVERY MONTH THEREAFTER UNTIL FULLY PAID, SAID PAYMENTS TO INCLUDE BOTH PRINCIPAL AND INTEREST AT THE ABOVE RATE, WITH A FINAL PAYMENT OF ALL REMAINING PRINCIPAL AND INTEREST DUE AT MATURITY.

*One Commercial Installment Note

WHEREAS, the Grantor is justly indebted upon _____ bearing even date herewith, payable _____

IN WITNESS WHEREOF, for the purpose of securing performance of the covenants and agreements herein, the Grantor has caused this instrument to be signed and sealed by its duly authorized officer, and the same to be attested by its duly authorized officer, and the same to be recorded in the Public Record Office of Cook County, Illinois, at Chicago, Illinois, on this _____ day of _____, 1990.

Permanent Real Estate Index Number(s): 13-21-211-028-0000
3848-58 N. Cicero Ave., Chicago, IL

SEE SCHEDULE "C" HEREBY MADE A PART OF FOR LEGAL DESCRIPTION --

and State of Illinois, to-wit:

DEPT-01 RECORDING \$14.25
147777 TRAN 8581 07/31/90 13:13:00
COOK COUNTY RECORDER
90368581

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

of 9101 Greenwood Avenue, Niles, IL 60648

in hand paid (CONVEY AND WARRANT) TO FIRST OF AMERICA BANK - GOLF MILL, an Illinois Banking Corporation

for and in consideration of the sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars

3848-58 N. Cicero Ave., Chicago, IL

Tr. #847 (hereinafter called the Grantor), of Gladstone-Norwood Trust and Savings Bank as Trustee U/T/A dated 4/12/84 a/k/a

90368581

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SCHEDULE "C"

Parcel 1:

Lot 381 in Grayland Park addition to Chicago, being a subdivision of the North 1/2 of the North East 1/4 of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

Parcel 2:

Lots 382, 383 and 384 in Grayland Park addition to Chicago, being a subdivision of the North 1/2 of the North East 1/4 of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. No. 13 21 211 020 0000

Property Address: 3848 50 Cicero Ave., Chicago, Illinois

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