

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

4105647  
2064

THIS INDENTURE WITNESSETH, That **GREATBANC TRUST COMPANY**  
an Illinois Corporation as Trustee of Trust Number  
10-7207 dated August 5, 1991  
(hereinafter called the Grantor), of 20900 South  
Western Ave., Olympia Fields, Cook County IL 60461  
(City and Street) (County) (State)

for and in consideration of the sum of **TEN DOLLARS (\$10.00)**

Dollars

in hand paid, CONVEY & WARRANTS to  
**JOHN KILLEEN and LEANNE KILLEEN, his wife**  
of 1942 W. 102nd St., Chicago, Cook County IL 60643  
(City and Street) (County) (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:

91499174  
Make Space For Recorder's Use Only

DEPT-01 RECORDINGS \$14.29  
7-1111 TRAM 4730 09/25/91 13:24:00  
#6810 # \*91-499174  
COOK COUNTY RECORDER

That part of Lot 6 lying West of the Center Line of Dixie Highway in the Subdivision of the Northwest  
1/4 of the Northwest 1/4 of Section 18, Township 36 North, Range 14 East of the Third Principal  
Meridian, a Plat of which Subdivision was recorded April 8, 1902 as Document 3227313, in Cook  
County, Illinois.

ADDRESS: 15240 DIXIE HIGHWAY, HARVEY IL 60426

P.I.N.: 29-18-106-002-0000

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois  
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, THE Grantor is justly indebted upon principal promissory note, bearing even  
date herewith, payable

WHEREAS, THE Grantor, as Trustee, as acknowledged a Note by KEITH SELK in which KEITH  
SELK has become justly indebted upon a principal promissory note ("Note") dated August 13, 1991  
TO JOHN KILLEEN and LEANNE KILLEEN of 1942 W. 102nd Street, Chicago IL 60643 in the  
Amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) payable in monthly  
installments of TWO THOUSAND TWO HUNDRED SEVENTY ONE AND 80/100 DOLLARS  
(\$2,271.80) per month beginning on September 13, 1991 with the full balance due to Trustee on or  
before August 13, 1996

AND WHEREAS Keith Selk and Paula Selk have directed Grantor to sign this Instrument as Trustee  
of Trust Agreement Number 10-7207, then as said Trustee and not otherwise,

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, inherent and in said note or notes provided,  
or according to any agreement extending time of payment; (2) to pay when due, 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 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 to insure, or pay taxes or assessments, or the prior incumbrance, 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 moneys so paid, the Grantor agrees to repay immediately  
without demand, and the same with interest thereon from the date of payment at the rate of \_\_\_\_\_ 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 \_\_\_\_\_ 12 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same \_\_\_\_\_ of all 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 comparing 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 in 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, withdrawn or otherwise 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 said premises.

The name of a record owner is **GREATBANC TRUST COMPANY, 20900 S. Western Ave, Olympia Fields IL**

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

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 First National Bank in Chicago Heights**

Witness the hand and seal of the Grantor this **13th** day of **August**, 19**91**

**GREATBANC TRUST COMPANY** as  
Trustee aforesaid

by: **Angela Diannetti**  
Land Trust Officer

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

Attest: **David Barr**  
Vice President & Chief Operating Officer

MAIL To:

This instrument was prepared by **David Barr, Attorney, 21322 Kildare, Matteson IL 60443**  
(NAME AND ADDRESS)

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF.

THIS MORTGAGE IS A SECOND MORTGAGE

91499174

1429

# UNOFFICIAL COPY

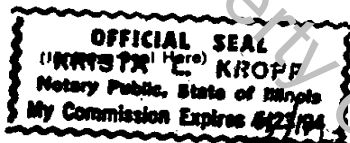
STATE OF ILLINOIS  
COUNTY OF COOK

ss.

I, the undersigned, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that Angela Giannetti, Land  
as Trust Officer, and  
David C. Tans, V.P. & Chief Operating Officer of GREATBANC TRUST CO.

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  
representatives of GREATBANC TRUST COMPANY AS AS  
instrument as a 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 13th day of August, 1991.



*Krista L. Kropp*  
Notary Public

Commission Expires 6/21/94

Property of Cook County Clerk's Office

91499174

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

GEORGE E. COLE  
LEGAL FORMS

EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by GreatBanc Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. 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 of GreatBanc Trust Company 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, all such liability, if any, being expressly waived. 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. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

\_\_\_\_\_  
\_\_\_\_\_

GreatBanc Trust Company, Not  
Individually, but solely as  
Trustee under Trust No. 7207

By Angela Diannetti  
Land Trust Officer

91499174

UNOFFICIAL COPY

Property of Cook County Clerk's Office