

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

91025372

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

THIS INDENTURE WITNESSETH, That West Suburban Bank,
T/U/T # 9545 dated 12/19/90
(hereinafter called the Grantor), of 711 S. Westmore
Avenue, Lombard, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Eleven Thousand Four Hundred
Fifty-Five and 85/100 (\$11,455.85) Dollars
in hand paid, CONVEY s AND WARRANTS to Thomas
Nicholas Leech,
of 329 W. Hampshire Dr., Bloomingdale, Illinois
(No. and Street) (City) (State)

DEPT-01 RECORDING 114.25
T#7777 TRAM 8293 01/16/91 11:29:00
#865 # G * - 71 - 025372
COOK COUNTY RECORDER

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 EXHIBIT A ATTACHED HERETO

P.I.N. 07-35-308-057-0000 and 07-35-308-056-0000
Commonly known as 621 Glacier, Roselle, Illinois

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 Debt principal promissory note bearing even date herewith, payable to Grantee upon the terms set forth in said Promissory Note.

-91-025372

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as therein 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, 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 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 10% 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 10% 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 preparation, stenographer's charges, cost of procuring or completing 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 decree of sale shall have been entered or not, shall not be dismissed, nor relays 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 said premises.

The name of a record owner is West Suburban Bank, T/U/T # 9545 dated 12/19/90

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 _____

Witness the hand and seal of the Grantor this 31st day of December, 1990.

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

WEST SUBURBAN BANK

NOT PERSONALLY FILED AS TRUSTEE ON 12/19/90

George M. Bradshaw
Trustee

West Suburban Bank, T/U/T # 9545 dated (SEAL)
12/19/90 WEST SUBURBAN BANK

NOT FILED AS TRUSTEE ON 12/19/90 (SEAL)
Thomas Nicholas Leech
Trustee

This instrument was prepared by and after recording return to same.

George M. Bradshaw, 550 Pennsylvania, Glen Ellyn, IL 60137 (NAME AND ADDRESS)

2374184

PROPERTY OF COOK COUNTY SECOND MORTGAGE

1425

UNOFFICIAL COPY

NOTARIAL

STATE OF Illinois
COUNTY OF DuPage

SS.

I, Elizabeth M. Fry, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patricia L. Fleischman and Carrie Ann MocarSKI of West Suburban Bank

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 31st day of December, 19 90

(Impress Seal Here)

Elizabeth M. Fry
Notary Public
"OFFICIAL SEAL"
Elizabeth M. Fry
Notary Public, State of Illinois
My Commission Expires 6/30/91

Commission Expires _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE

BOX No.

SECOND MORTGAGE 91025372

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

9 1 0 2 5 3 7 2

EXHIBIT A

Lot 1 in Block 9 in the Trails Unit 1, being a subdivision in the Southwest 1/4 of Section 35, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat of subdivision recorded September 27, 1971 as Document Number 21639442 and as amended on November 11, 1971 as Document Number 21708236, in Cook County, Illinois

Subject to: General taxes for 1990 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public utility easements; public roads and highway easements for private roads; covenants and restrictions of record as to use and occupancy; party wall rights and agreements.

Commonly known as 621 Glacier, Roselle, Illinois

P.I.N. 07-35-308-037-0000

P.I.N. 07-35-308-056-0000

Property of Cook County Clerk's Office
91026972

UNOFFICIAL COPY

with an acknowledgment
of the receipt of the
same by the
proper authorities.

qualified to receive the same, and all
the same shall be
of the same nature
as the original.

Property of Cook County Clerk's Office

SEVERSON