

UNOFFICIAL COPY

01110993

THIS INDENTURE WITNESSETH That James P. and Mary G. Sullivan, his wife

hereinafter called the Grantor, of 6329 W. 157th Street Oak Forest IL

for and in consideration of the sum of Ten and 00/100 Dollars

in hand paid, CONVEY S AND WARRANT S to Beverly Bank

of 8811 W. 159th Street Orland Hills IL

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 2 in Lujan's County Ridge Unit Number 1, of part of the Southwest quarter of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County Illinois  
P.I.N. 28-17-36-002

Address: 6329 W. 157th St. Oak Forest

DEPT-01 RECORDING \$13.29  
14444 EARN 1171 03/12/91 13:11:00  
1448 0 06-91-110993  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only  
and State of Illinois to wit

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 FFI installment note dated February 11,

19 91 payable to the order of and delivered to the Trustee in and by which note the Grantor promises to pay the principal sum of Twenty Thousand and 00/100 DOLLARS

20,000.00 together with interest on the principal balance from time to time unpaid at the rate of P + 1.00%

percent per annum from February 11, 1991 until maturity, payable in monthly installments of

interest only plus interest March 11, 19 91 and a final installment of

unpaid principal plus interest August 10, 19 91 and with interest after maturity of the

final installment at the rate of P + 5.00 percent per annum, and all of said indebtedness made payable at such place as

the holder of the note may from time to time in writing appoint, and in the absence of such appointment, then at the office of the holder at Beverly Bank

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 or rebuilding or restoration of 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 grantor herein, who is hereby authorized to file such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the Trustee as a condition of the insurance, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee of Trustee until the indebtedness is fully paid, (6) to pay all prior encumbrances, 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 encumbrances, or discharge or purchase of any lien or title after this said premises or pay all prior encumbrances, 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 P+5% percent per annum shall be owed to the lender as secured hereby.

IN THE EVENT of a breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall be payable in full at the option of the lender, without notice, become immediately due and payable, and with interest thereon from time of such breach at P+5% 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 in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing a court order showing the whole title of said premises only, a court order decree, shall be paid by the Grantor, and the like expenses and disbursements, as fashioned 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 release 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 the said premises.

The name of a record owner is James P. and Mary G. Sullivan Cook County of the grantee, or of his signature, refusal or failure to act, then

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his signature, refusal or failure to act, then of said County is hereby appointed to be first successor to this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting holder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the above covenants and agreements are performed by the grantor 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 held by Dovenmuehle

Witness the hand, S and seal S of the Grantor this 11th day of February 19 91

James P. Sullivan (SEAL)  
James P. Sullivan

Mary Grace Sullivan (SEAL)  
Mary Grace Sullivan

J. Kenow  
This instrument was prepared by Beverly Bank, 8811 W. 159th Street, Orland Hills, IL 60477  
(NAME AND ADDRESS)

RE TITLE SERVICES #  
R3-222-\$

91110993

Handwritten initials and signatures on the right side of the document.

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Bobbie Hinton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James P. & Mary G. Sullivan

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 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 11th day of February, 1991

(Impress Seal Here)

"OFFICIAL SEAL"  
BOBBIE HINTON  
Notary Public, State of Illinois  
My Commission Expires 1/20/21

Bobbie Hinton  
Notary Public

Commission Expires \_\_\_\_\_

COOK County Clerk's Office

BOX No. 9440353

SECOND MORTGAGE

Trust Deed

Dave Kuehn

Bevelly Bank

TO

8811 W. 159th St

Oakland Hills, IL 60477