

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY 91193768

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THIS INDENTURE WITNESSETH, That Columbia National Bank of Chicago t/u/t 1841, dated February 4, 1984

(hereinafter called the Grantor), of 2231 Walnut Street, Park Ridge, Illinois 60068

for and in consideration of the sum of Twenty thousand and NO/100 (\$20,000.00) Dollars

in hand paid, CONVEY S AND WARRANT S to Edison Credit Union an IL corp, incorp, under the IL Credit Union Act of 300 W. Adams, Suite 330, Chicago, Illinois 60606

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 121 in Block 1 in L.R. McDonald's Park Ridge North being the North 1/2 of the South East 1/4 of Section 22, Township 41 North, Range 12 East of the Third Principal Meridian and the East 155 feet (measured at right angles to East Line thereof) of the North East 1/4 of the South West 1/4 of Section 22 aforesaid 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(s): 09-22-418-004

Address(es) of premises: 2231 Walnut Street, Park Ridge, Illinois 60068

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

WHEREAS, The Grantor is justly indebted to Edison Credit Union principal and interest, bearing even date herewith, payable

to Edison Credit Union in the principal amount of \$ 20,000.00, payable in 60 monthly installments of \$ 420.21, 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, in 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 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 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 documentary evidence, 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 rescinded 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: Columbia National Bank of Chicago t/u/t 1841, dated February 4, 1984

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 The First National Bank of Chicago, dated November 8, 1977 and recorded as Document No. 24201006

Witness the hand S and seal S of the Grantor this 1st day of April, 1991

Columbia National Bank of Chicago t/u/t 1841, dated February 4, 1984 (SEAL)

BY: Exoneration provision restricting  
any recording at The Columbia National Bank of Chicago, stamped on the re- (SEAL)

BY: Edison Credit Union, is hereby expressly made a part hereof.

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

MAIL TO:

This instrument was prepared by JOEL GOLDMAN, ESQ., 3701 Algonquin Rd., Suite 310, Rolling Meadows, Illinois 60008

# UNOFFICIAL COPY

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Impress Seal Here)

\_\_\_\_\_  
Notary Public

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

Property of Cook County Clerk's Office

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

9193768

TO

Mail To:

**JOEL GOLDMAN**  
Attorney At Law  
Two Crossroads Of Commerce  
Rolling Meadows, IL 60008

GEORGE E. COLE®  
LEGAL FORMS

LOAN NO. 4719

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereon for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parly with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to fur-

NAME

STREET

CITY

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
UNREGISTERED PROPERTY HERE

91193768

DELIVERY

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

# UNOFFICIAL COPY

RIDER ATTACHED TO TRUST DEED AND NOTE SECURITY AGREEMENT AND DISCLOSURE STATEMENT ("NOTE") AND MADE A PART HEREOF TO THAT CERTAIN TRUST DEED AND NOTE DATED April 1, 1991 EDISON CREDIT UNION, AS MORTGAGEE ("TRUSTEE"), AND Columbia National Bank of Chicago t/u/t 1841 dated February 4, 1984 AS MORTGAGORS ("GRANTORS")

1. 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.

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

3. The payment of the Note is secured by the Trust Deed Second Mortgage on the following real estate in Cook County, Illinois: 2231 Walnut Street, Park Ridge, Illinois 60068

4. In the event Grantors First Mortgage is released of record and the Note securing it shall be paid in full while the instant Note and Mortgage subsist, the Grantor shall give immediate notice of same to Mortgagee ("Trustee") and shall establish a pledge-account with Mortgagee equal to the annual general real estate taxes assessed on the mortgaged premises. This shall be an "escrow-like arrangement" pursuant to the Illinois Mortgage Escrow Account Act Ill.Rev.Stat. Cha. 17, Sec. 4901 (1987).

Columbia National Bank of Chicago  
t/u/t 1841, dated February 4,  
1984

BY: [Signature]  
TRUST OFFICER

BY: [Signature]  
ASST. TRUST OFFICER

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not necessarily the bank as mortgagor, in accordance with the covenants and conditions to be performed hereunder by the mortgagor. The terms and conditions of this instrument are subject to the terms and conditions of the Trust Deed and Note Security Agreement and Disclosure Statement attached hereto and to the terms and conditions of any other instruments, agreements, reports, forms or statements produced in the instrument.

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