

TRUST DEED - Short Form  
(In. and Rev. Stat. (Ill. C.S.))

UNOFFICIAL COPY

92710733

CAUTION: Consult a lawyer before using or selling under this form. Neither the publisher nor the author of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made this 28th day of August,  
1992, between Patrick Leyden and Nora Leyden,  
his wife  
of the Village of Orland park, County of Cook  
and State of Illinois, Mortgagee, and  
George F. Gee, Trustee

DEPT-01 RECORDINGS \$29.00  
T47977 TRAM 874 07/24/92 16:13:00  
80303 # 4-92-710733  
COOK COUNTY RECORDER

of the Village of Orland Park, County of Cook  
and State of Illinois, as Trustee.

WITNESSETH THAT WHEREAS, the said Patrick Leyden  
and Nora Leyden, his wife,

Above Space For Recorder's Use Only.

collateral installment note justly indebted upon ONE  
principal note in the sum of Twenty-two thousand  
eighty-one dollars and 92/100

----- Dollars, due in 47 successive monthly installments  
of \$460.04 each and a final installment, which shall be \$460.04, beginning on  
October 5, 1992 and thereafter on the same day of each subsequent month until paid in  
full, all due on or before September 5, 1996.

THIS IS A JUNIOR MORTGAGE

including  
with interest at the rate of 11 per cent per annum, payable monthly after date (said interest is not  
further evidenced by interest coupons or notes)

92710733

said note or all of said notes bearing even date herewith and being payable to the order of \_\_\_\_\_  
ORLAND STATE BANK

at the office of 9612 W. 143rd Street, Orland Park, IL 60462  
or such other place as the legal holder thereof may in writing appoint, in lawful money of the United States, and bearing  
interest after maturity at ~~the rate of xxxxxxxx per cent per annum~~ highest lawful rate

NOW, THEREFORE, the Mortgagee, for the better securing of the said indebtedness as by the said note or notes  
evidenced, and the performance of the covenants and agreements herein contained on the Mortgagee's part to be  
performed, and also in consideration of the sum of ONE DOLLAR in hand paid, does CONVEY AND WARRANT  
unto the said trustee and the trustee's successors in trust, the following described real estate situate in the

County of Cook and State of Illinois, to wit: SEE ATTACHED

Permanent Real Estate Index Number(s): 27-03-101-006  
Address(es) of real estate: 13550 Circle Drive Orland Park, IL 60462

This instrument was prepared by \_\_\_\_\_  
This Document Prepared By  
E. KENNETH FRIKER  
180 N. LaSalle St.  
Chicago, IL 60601

296

Box \_\_\_\_\_

# Trust Deed

Insurance and Receiver

TO \_\_\_\_\_

ADDRESS OF PROPERTY: \_\_\_\_\_

# UNOFFICIAL COPY

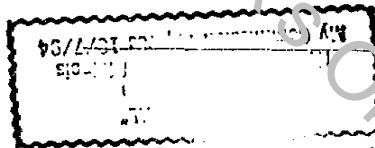
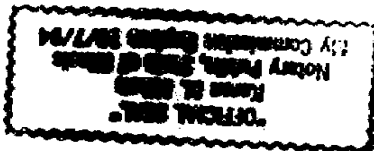
MAIL TO:

**ORLAND STATE BANK**  
9612 West 143rd St.  
Orland Park, Illinois  
60462

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

922710783



*Karen M. Mikan*  
Notary Public

Commission Expires \_\_\_\_\_  
(Impress Seal Here)

Given under my hand and official seal this \_\_\_\_\_ 28th day of \_\_\_\_\_ August, 19 92

waiver of the right of homestead.  
instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and  
personally known to me to be the same persons, whose names \_\_\_\_\_ subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said

I, \_\_\_\_\_ Karen M. Mikan, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ Patrick Leyden and Nora Leyden, his wife

STATE OF \_\_\_\_\_ Illinois  
COUNTY OF \_\_\_\_\_ Cook

SS. \_\_\_\_\_

# UNOFFICIAL COPY

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said certificate of sale and all the covenants and agreements of the Mortgagor herein shall extend to and be binding upon Mortgagor's heirs, executors, administrators or other legal representatives and assigns.

If any provision of this trust deed shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this trust deed.

If this trust deed is signed by more than one person, it shall be binding upon and fully effective as to all such persons jointly and severally, irrespective of the use of words importing the singular number.

Property of Cook County Clerk's Office

92710733



WITNESS the hand  and seal  of the Mortgagor, the day and year first above written.

Patrick Leyden (SEAL)  
Patrick Leyden

Nora Leyden (SEAL)  
Nora Leyden

Please print or type name(s) below signature(s) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

The note or notes mentioned in the within trust deed have been identified herewith under Identification No. L-1

George F. Gee  
George F. Gee, Trustee

# UNOFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating, air-conditioning and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the Mortgagor or, in and to said land, hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said trustee and the trustee's successors in trust, FOREVER, for the uses and purposes, and upon the trusts herein set forth.

And the Mortgagor does covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said note or notes provided; to pay all taxes and assessments levied on said premises as and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien or mechanics or material men, or other claim, to attach to said premises, to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the trustee and the trustee's successors in trust, or the legal holder of said note or notes, against loss or damage by fire and windstorm (with extended coverage) for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with the trustee as additional security hereunder and upon failure to so secure and deposit such insurance policies, said trustee or the trustee's successor, in trust, or the legal holder of the note or notes, is hereby authorized to produce the same, and all the moneys which may be advanced by said trustee or the trustee's successors in trust, or by the legal holder of said note or notes, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' fees, shall with interest thereon at the legal rate, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said trustee or the trustee's successors in trust, or the legal holder of said note or notes, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note or notes secured hereby, or in case of default in the payment of one of the installments or interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee or the trustee's successors in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a complaint for that purpose, the court in which such complaint is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the same is redeemed from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements paid or incurred in behalf of the plaintiff including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, or commitment for title insurance, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said Mortgagor, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the costs of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: All the cost of such suit, including advertising, sale and conveyance, attorneys', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the trustee or the trustee's successors in trust or the legal holder of said note or notes, any of them for any other purpose authorized in this trust deed, with interest on such advance at the legal rate per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The surplus of the proceeds of sale shall then be paid to the Mortgagor or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the Mortgagor's part, the Mortgagor hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the trustee or the trustee's successors in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE Mortgagor further agrees that in case of a foreclosure decree and sale of said premises the trustee, all policies of insurance provided for herein may be rewritten or otherwise changed so that the interest of the owner of the certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note or notes herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore made by the Mortgagor, a reconveyance of said premises shall be made by the said trustee, or the trustee's successors in trust to the Mortgagor upon receiving reasonable charge therefor, and in case of the death, resignation, or removal from said \_\_\_\_\_ Cook \_\_\_\_\_ County, or other inability to act of said trustee, when any action hereunder may be required by any person entitled thereto, then \_\_\_\_\_ Ronald N. Johnson is \_\_\_\_\_ hereby appointed \_\_\_\_\_ and made successor \_\_\_\_\_ in trust herein, with like power and authority as is hereby vested in said trustee.

33291426

LEGAL DESCRIPTION: **UNOFFICIAL COPY**

LOT 33 IN BLOCK 4 IN ORLAND HILLS SECOND ADDITION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE SAID SECTION 3, 57.95 FEET WEST OF THE NORTH EAST CORNER SAID WEST 1/2 SECTION 3, AS MEASURED ALONG THE NORTH LINE SAID WEST 1/2 SECTION 3; SAID POINT BEING ALSO THE WESTERLY LINE OF THE ORIGINAL RIGHT-OF-WAY, CHICAGO AND STRAWN R.R.; RUNNING THENCE WEST ALONG THE NORTH LINE SAID WEST 1/2 SECTION 3, 2461.67 FEET TO THE EAST LINE 96TH AVENUE (U.S. 45); THENCE SOUTH ALONG THE EAST LINE SAID 96TH AVENUE, A DISTANCE OF 350 FEET AS MEASURED ON THE ARC OF A CIRCLE HAVING A RADIUS OF 31,252.26 FEET; THENCE SOUTHEASTERLY FROM SAID POINT 1593.41 FEET TO THE WESTERLY LINE ORIGINAL CHICAGO AND STRAWN R.R.; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 2897.93 FEET, 19.40 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED POINT 1263.82 FEET, TO A POINT OF CURVATURE TO THE NORTH; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 2831.93 FEET, 651.50 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1419953, AND CERTIFICATE OF CORRECTION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 1423361.

Property of Cook County Clerk's Office

92710733

UNOFFICIAL COPY

Property of Cook County Clerk's Office