

TRUST DEED
SECOND MORTGAGE (ILLINOIS)
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92865600

THIS INDENTURE WITNESSETH That SOUTHWEST FINANCIAL BANK
AS TRUSTEE UNDER TRUST AGREEMENT DATED 6-18-92,

TRUST #1-0572 (hereinafter called the Grantor), of
21747 Carol Avenue (No. and Street) Sauk Village IL (City) (State)

for and in consideration of the sum of: FIFTEEN THOUSAND AND NO/100 Dollars

in hand paid, CONVEY 8 AND WARRANT 9 TO TINLEY PARK BANK
of 16255 S. HARLEM AVENUE, TINLEY PARK, IL 60477
(No. and Street) (City) (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: SEE ATTACHED

UNIT 4, THAT PART OF THE LOT 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 2; THENCE SOUTH 89 DEGREES 20 MINUTES 50 SECONDS WEST 143.18 FEET ON THE SOUTH LINE OF LOT 2 TO THE WEST LINE OF LOT 2; THENCE NORTHERLY 82.31 FEET ON SAID WEST LINE; THENCE SOUTH 71 DEGREES 53 MINUTES 59 SECONDS EAST 139.49 FEET THROUGH A PARTY WALL TO THE EAST LINE OF LOT; THENCE SOUTH 0 DEGREES 39 MINUTES 10 SECONDS EAST 36.4 FEET TO THE PLACE OF BEGINNING, ALL IN BLOCK 11, IN SURREYBROOK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

any and all renewals and or extensions hereafter.

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 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 this second mortgage 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 18.50% 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 12.50% 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 cease 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: SOUTHWEST FINANCIAL BANK, AS TRUSTEE U/T/A DATED 6-18-92, TRUST #1-0572

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 RECORDER OF DEEDS 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

Witness the hand and seal of the Grantor this 20th day of October, 1992

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

SOUTHWEST FINANCIAL BANK AS TRUSTEE (SEAL)
UNDER TRUST AGREEMENT DATED JUNE 18, 1992
TRUST #1-0572
By Joseph D. Murphy Trust Officer
Gerrard R. ... Clerk

This instrument was prepared by Bette Portwood, 16255 S. Harlem, Tinley Park, IL 60477
(NAME AND ADDRESS)

DEPT-01 RECORDINGS \$27.00
TR#0000 TRAN 3261 11/18/92 11:15:00
#7500 # * - 72 - 845600
COOK COUNTY RECORDER

92865600

Above Space For Recorder's Use Only

COOK COUNTY MORTGAGE

92865600

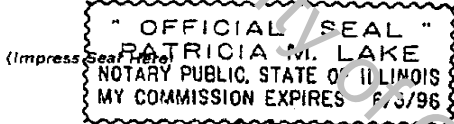
27

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 Joseph D. Harbeck, Trust Officer and Lorraine Kuffy, Officer of Southwest Financial Bank and Trust Company 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 nonestead.

Given under my hand and official seal this 20th day of October, 19 92.



Patricia M. Lake
Notary Public

Commission Expires 6/3/96

Cook County Clerk's Office

BOX No. 92265600

SECOND MORTGAGE
Trust Deed

SOUTHWEST FINANCIAL BANK AS TRUSTEE
UNDER TRUST AGREEMENT DATED JUNE 18,
1992, TRUST #1-0572

TO

TINLEY PARK BANK
16255 S. HARLEM AVENUE
TINLEY PARK, IL 60477

GEORGE E. COLE®
LEGAL FORMS

UNOFFICIAL COPY

LEGAL FORMS
GEORGE R. COLE

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

This instrument was prepared by

Bette Portwood, 16255 S. Harlem, Tinley Park, IL 60477

(NAME AND ADDRESS)

SOUTHWEST FINANCIAL BANK AS TRUSTEE (SHAL)

TRUST #1-0572

UNDERSIGNED AGREEMENT DATED JUNE 18, 1992

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and if for any like cause the 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 the 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.

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This trust deed is subject to

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TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202 February, 1985

LEGAL FORMS
GEORGE R. COLE

THIS INSTRUMENT WITHNESSETH, that the undersigned, **SOUTHWEST FINANCIAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED 6-18-92, TRUST #1-0572** hereinafter called the Grantor, of **21747 CAROL AVENUE SAUK VILLAGE IL** (No. and Street) for and in consideration of the sum of **FIFTEEN THOUSAND AND NO/100** Dollars **TINLEY PARK BANK** in hand paid, CONVEY AND WARRANTS

DEPT-01 RECORDINGS \$27.00
170000 TRAN 3261 11/18/92 11:15:00
#7608 # 72-85560
COOK COUNTY RECORDER

92865600

00959826

MORTGAGE
CLERK OF COUNTY CLERK

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 with all principal and interest due at the maturity date of November 22, 1992 with and all renewals and extensions thereafter.

Permanent Real Estate in (City and County) **32-25-117-011** Address(es) of premises: **21747 CAROL AVENUE, SAUK VILLAGE, IL 60411**

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. **32-25-117-011** (City and County) **21747 CAROL AVENUE, SAUK VILLAGE, IL 60411** Address(es) of premises:

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BOX No. 92665600

SECOND MORTGAGE
Trust Deed

SOUTHWEST FINANCIAL BANK AS TRUSTEE
UNDER TRUST AGREEMENT DATED JUNE 18,
1992, TRUST #1-0572

TINLEY PARK BANK
TO
16255 S. HARLEM AVENUE
TINLEY PARK, IL 60477

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County Clerk's Office

Commission Expires 6/3/96
"OFFICIAL SEAL"
PATRICIA M. LAKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/3/96
(Impress Seal)

Patricia M. Lake
Notary Public

Given under my hand and official seal this 20th day of October, 1992

I, _____ the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph B. Wenzel, Trust Officer and Lorraine Kurny, Office of Southwest Financial Bank and Trust Company 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 a waiver free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF Illinois }
COUNTY OF Cook }
SS

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

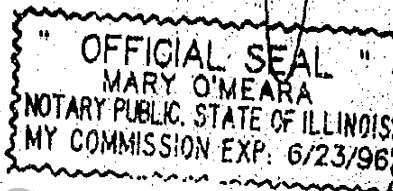
Dated: October 20, 1992

Signature: [Signature]
Grantor or Agent

KARA S. MOLL, LOAN OFFICER

Subscribed and sworn to before me by the said grantor this 20th day of October, 1992.

[Signature]
Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

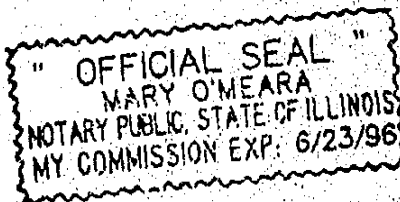
Dated: OCTOBER 20, 1992

Signature: [Signature]
Grantee or Agent

BETTE PORTWOOD, LOAN ASSISTANT

Subscribed and sworn to before me by the said grantee this 20th day of October, 1992.

[Signature]
Notary Public



12365600

NOTE: Any person who knowingly submits a false statement concerning the identify of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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