

UNOFFICIAL COPY

92056662

THIS INDENTURE, WITNESSETH, That **Dennis M. Piant**

hereinafter called the Grantor), of **1961 Spruce Drive, Glenview, Illinois 60025**
(No. and Street) (City) (State)

for and in consideration of the sum of **ten dollars (\$10) and other good and valuable consideration**,
in hand paid, CONVEY^S AND WARRANT^S to **the College of American Pathologists**
of **325 Waukegan Road, Northfield, Illinois 60093-2750**
(No. and Street) (City) (State)

and to his successors ~~in trust hereinafter named~~, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 **City**
of **Glenview** County of **Cook** and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A.

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 **Dennis M. Piant**, is
justly indebted upon **that certain** ~~principal~~ promissory note bearing even date herewith, payable
to the College of American Pathologists in the amount of \$60,000.

PROPERTY RECORDING
92056662 TRAN 7998 6/29/82 10:00 AM
COOK COUNTY RECORDER

Property of COOK COUNTY MORTGAGE 92056662

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 *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 Mortgagees or Trustees 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.

IF THE EVENT of failure 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 eight per cent per annum shall be so much additional indebtedness secured hereby.

IF THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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 action 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 an action 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: **Dennis M. Piant**

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, or of said County is hereby appointed to be first successor in the 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 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.

Witness the hand and seal of the Grantor this 27 day of July, 1982.

Dennis M. Piant (SEAL)
(SEAL)

This instrument was prepared by **Anne C. Findlay, Sidley & Austin, One First National Plaza, Chicago, Illinois 60603.**
(NAME AND ADDRESS)

Mail To Box 229

25.00

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF Cook } SS.

I, NANCY A. WAGNER a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DENNIS M. PIANT

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 HE 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 notarial seal this 27TH day of JANUARY 19 92

(Impress Seal Here)

Nancy A. Wagner
Notary Public

Commission Expires 3/18/95

" OFFICIAL SEAL "
NANCY A. WAGNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/18/95

92054862

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

(Spec. Above This Line for Recording Only)
UNOFFICIAL COPY

MORTGAGE 0 0 0 6 6 2

L#-21-604166-9

THIS MORTGAGE ("Security Instrument") is given on August 1
19 91 The mortgagor is DENNIS M. PIANT and JOANNE PIANT, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
LIBERTY FEDERAL SAVINGS BANK which is organized and existing
under the laws of The United States of America and whose address is
5700 N. Lincoln Avenue, Chicago, Illinois 60659 ("Lender").

Borrower owes Lender the principal sum of Two Hundred Sixteen Thousand and 00/100
Dollars (U.S. \$ 216,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on September 1, 2021 This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in COOK County, Illinois:

LOT FORTY FOUR (44) IN SWAINWOOD UNIT NO. TWO (2), BEING A SUBDIVISION OF PART
OF THE NORTH HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION THIRTY FIVE
(35), TOWNSHIP FORTY TWO (42) NORTH, RANGE TWELVE (12) EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 04-55-102-016-0000

which has the address of 1961 SPRUCE DRIVE GLENVIEW
Illinois 60025 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92050632