

UNOFFICIAL COPY

**TRUST DEED
SECOND MORTGAGE (ILLINOIS)**

92083984

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

THIS INSTRUMENT WITNESSETH that Michael A. Bowen and Dianna G. Bowen, his wife

(hereinafter called the Grantor), of

16436 S. Craig Drive, Oak Forest, IL 60452

for and in consideration of the sum of Fourteen Thousand and 00/100 only

in hand paid, CONVEY S. AND WARRANTS to Tinley Park Bank

of 16255 S. Harlem Tinley Park, IL 60477

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

DEPT-01 RECORDING \$25.50
1-3895 716N 8432 02/10/92 11:40:00
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

S Lot 61 in Field Crest Second Addition, a resubdivision of Lots 1 to 44, inclusive in Block 10, Lots 1,28,29 and 30 in Block 12, Lots 1, 29 and 30 in Block 13, Lots 1,32,33 and 34 in Block 14, in Willowick Estates, being a subdivision of part of the Southwest 1/4 and part of the Southeast 1/4 North of Indian Boundary Line of section 22, Township 36 North, range 13, East of the Third Principal Meridian, according to Plat of said Field Crest Second Addition registered in the Office of the Registrar of Titles of Cook County, Illinois on October 5, 1961, as document no. 2001563

at Tinley Park Bank, 16255 S. Harlem Tinley Park, IL 60477 in 48 monthly installments of \$351.68 beginning February 29, 1992 and due monthly until paid in full with any and all renewals or extensions thereafter

92083984

92083984

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 of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 the rate of 12.50 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 the rate of 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 lien on 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 such 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: Michael A. Bowen and Dianna G. Bowen, his wife

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 and 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 shall not be subject to

Witness the hand and seal of the Grantor this 25 day of January, 1992.

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

Michael A. Bowen (SEAL)
Michael A. Bowen
Dianna G. Bowen (SEAL)
Dianna G. Bowen

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

2532/R

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

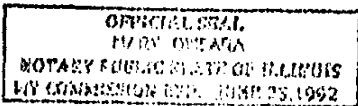
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael A. Bowen and Dianna G. Bowen, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 homestead.

Given under my hand and official seal this 25 day of January, 19 92.

(Impress Seal Here)

Mary O. Neenan
Notary Public

Commission Expires _____

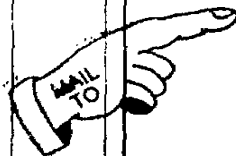


92083984

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO



GEORGE E. COLE'S
LEGAL FORMS

UNOFFICIAL COPY

This instrument was prepared by [Name] 16436 S. Craig Drive, Oak Forest, IL 60452

Witness the hand and seal of the grantor this 25 day of January, 1992. Dina G. Bowen, Michael A. Bowen

Recorder of Deeds, Cook County, Illinois. Michael A. Bowen and Dina G. Bowen, his wife.

IN WITNESS WHEREOF, the said grantor has hereunto set their hands and seals at the place aforesaid, this 25th day of January, 1992.

THE GRANTEE agrees to pay to the grantor the sum of \$351.68 per month... The grantor agrees to pay to the grantee the sum of \$351.68 per month...

IN WITNESS WHEREOF, the said grantor has hereunto set their hands and seals at the place aforesaid, this 25th day of January, 1992.

16436 S. Craig Drive, Oak Forest, IL 60452

Permanent Real Estate Index (Number): 28-22-308-076

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

SEE ATTACHED FOR LEGAL DESCRIPTION

THIS INSTRUMENT, WITNESSED, and Michael A. Bowen and Dina G. Bowen, his wife (hereinafter called the grantor), of 16436 S. Craig Drive, Oak Forest, IL 60452

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

LEGAL FORMS GEORGE E. COLE (IN DUPLICATE) TRUST DEED SECOND MORTGAGE (ILLINOIS) February, 1985 FORM NO. 2202

92083984

92083984

DEPT-01 RECORDING 92083984 11:00:00

UNOFFICIAL COPY

BOX NO.

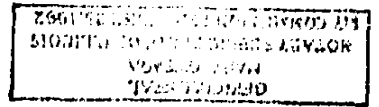
SECOND MORTGAGE
Trust Deed

10



GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office



92082984

Commission Expires

(Impress Seal Here)

Mary A. Bowen
Notary Public

Given under my hand and official seal this 25 day of January, 19 92.

waiver of the right of homestead.

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael A. Bowen and Dianna G. Bowen, his wife,

STATE OF ILLINOIS }
COUNTY OF COOK }
ss.