

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That FIRST ILLINOIS BANK OF WILMETTE, not personally, but as Trustee under Trust Agreement dated October 23, 1989 uta TWB0840, (hereinafter called the Grantor), of the City of Wilmette County of Cook and State of Illinois, for and in consideration of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) Dollars in hand paid, CONVEYS AND WARRANTS to HIGGINS PRINTING, INC., an Illinois Corporation, of the City of Des Plaines County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 City of Des Plaines County of Cook and State of Illinois, to-wit:

Lot 1 in W. J. O'Brien's Subdivision of part of the North East 1/4 of the North East 1/4 of Section 33, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 09 33 201 023 0000

Common Address: 2410 S. Des Plaines, Avenue DEPT-01 RECORDING \$25.50
Des Plaines, IL 60018 I#2222 TRAN 0693 03/25/92 12:13:00
#7955 # B * -92-197606
COOK COUNTY RECORDER

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 FIRST ILLINOIS BANK OF WILMETTE, as Trustee, uta TWB0840 justly indebted upon US principal promissory note bearing even date herewith, payable to Higgins Printing, Inc. 2410 Des Plaines, Des Plaines, Illinois with annual interest payments as set forth in a certain note dated July 26, 1990 and balloon principal repayment due not later than July 25, 1995.

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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, on the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) to cause the premises to be insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies to be selected by the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and then to the holder of the first mortgage indebtedness, 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 to insure, or pay taxes or assessments, or of 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 seven 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 seven 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 in 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, and for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of the premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any 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 the amount 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 a right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then n/a 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 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 3rd day of JANUARY, 1992

FIRST ILLINOIS BANK OF WILMETTE, (SEAL)
as TRUSTEE under Agreement dated
October 23, 1989 and known as TWB-0840, (SEAL)
Trust Number TWB-0840, and not personally,
By: [Signature]
VICE PRESIDENT AND
ASSISTANT TRUST OFFICER

ATTEST:
BY [Signature]
its Vice President

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

25 50

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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 BRUCE W. KAMP, Vice President and Assistant Trust Officer AND JOHN A. IPPOLITI, Vice President

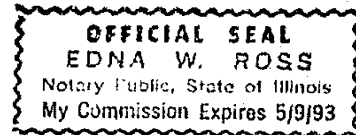
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and notarial seal this 3rd day of JANUARY, 1992.

(Impress Seal Here)

Edna W. Ross
Notary Public

Commission Expires MAY 9, 1993



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BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

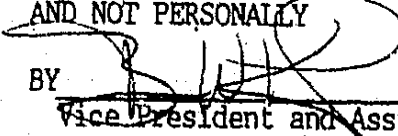
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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FIRST ILLINOIS BANK OF WILMETTE or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FIRST ILLINOIS BANK OF WILMETTE
WILMETTE, IL 60091

AS TRUSTEE UNDER TRUST NO. TWB-0840
AND NOT PERSONALLY

BY


Vice President and Assistant Trust Officer

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Property of Cook County Clerk's Office

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Mail to:

Bonnie Keating
6230 N. LEONA
CHICAGO, IL 60646