

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

93240929

THIS INSTRUMENT WITNESSETH, That ROBERT J. CHLIPALA
and MELANIE S. MOORHOUSE, his wife
(hereinafter called the Grantor), of 44 West Avenue
Riverside, Cook County, Illinois
(No. and Street) (City) (State)

DEPT-01 RECORDING \$23.50
75111 TRAH 9135 04/01/93 10:38:00
54891 * 93-240929
COOK COUNTY RECORDER

for and in consideration of the sum of SEVEN THOUSAND FIVE
HUNDRED AND NO/100 (\$7,500.00) Dollars
in hand paid, CONVEY AND WARRANT to CHRISTOPHER
A. NEVINS and ALEXANDRIZ V. NEVINS, his wife
of 1456 Heidorn, Westchester, Cook County,
IL
(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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:
As more particularly described and set forth on the reverse hereof and
incorporated herein.

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

Permanent Real Estate Index Numbers 15-35-404-023
Address(es) of premises: 44 West Avenue, Riverside, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted to 2 principal promissory note bearing even date herewith, payable

Payable in lump sum in the amount of \$7,500.00, plus interest
accumulating at the rate of Eight Percent (8%) per annum, from the
date of this Second Mortgage and Note until paid, such amount to be
paid on sale of the property commonly known as 44 West Avenue,
Riverside, Cook County, Illinois, and in all events not later than
~~April 15, 1993.~~
May 31, 1993 R.C.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 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 they 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 Eight (8) 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 agreement, 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 Eight (8) 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
been 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 stamps, stenographer's charges, cost of procuring or computing 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 the case 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: ROBERT J. CHLIPALA
IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation, 93240929
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 this mortgage is junior and subordinate to a certain
recorded first mortgage to First Federal S & L of Westchester

Witness the hand S and seals of the Grantor this 26th day of February, 19 93

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

Robert J. Chlipala (SEAL)
ROBERT J. CHLIPALA
Melanie S. Moorhouse (SEAL)
MELANIE S. MOORHOUSE

This instrument was prepared by John D. Landry, Esq., 1415 W. 55th St., LaGrange, IL 60525
(NAME AND ADDRESS)

C-921230-CY
LAND TITLE CO.

PROPERTY OF COOK COUNTY
SECOND MORTGAGE 23 50/100
93240929

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 Robert J. Chlipala and Melanie S. Moorhouse, 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 26th day of February, 1993.



Robert J. Chlipala
Notary Public

Commission Expires

Parcel 1:

The East 57 feet of the North half of Lot 70 together with all of the East 57 feet of Lots 71 and 72 all in Wesencraft's Homestead Addition to Riverside in the North half of the Northeast quarter of the Southeast quarter of the River and North right of way and grounds of Chicago, Burlington and Quincy Railroad in Section 35, Township 39 North, Range 12, East of the Third Principal, in Cook County, Illinois.

Parcel 2:

The Southerly 45.00 feet of the Westerly 40.00 feet of the following described tract: the East 57 feet of the North half of Lot 70 together with all of the East 57 feet of Lots 71 and 72, all in Wesencraft's Homestead Addition to Riverside, in the North half of the Northeast quarter of the Southeast quarter, East of River and North of the right-of-way and grounds of Chicago, Burlington and Quincy Railroad, in Section 35, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The Westerly 10.00 feet of the following described parcel: That part of the East 57 feet of the North half of Lot 70 together with all of the East 57 feet of Lots 71 and 72, all in Wesencraft's Homestead Addition to Riverside, in the North half of the Northeast quarter of the Southeast quarter, East of River and North of the right-of-way and grounds of Chicago, Burlington and Quincy Railroad in Section 35, Township 39 North, Range 12, East of the Third Principal Meridian, taken as a tract; lying Southerly of line from a point 29.55 feet Southerly of the Northeast corner of said tract to a point 29.95 feet Southerly of the Northwest corner of said tract, except the Southerly 45.00 feet thereof, in Cook County, Illinois.

Parcel 4:

Easement for ingress and egress for the benefit of Parcels 1, 2 and 3 over and across the South 15 feet of the East 17 feet of the North half of Lot 70 in Wesencraft's Homestead Addition to Riverside, in the North half of the Northeast quarter of the Southeast quarter East of River and North of the right-of-way and grounds of the Chicago, Burlington and Quincy Railroad in Section 35, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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