

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Parkway Bank & Trust Co.
as Trustee under Trust Agreement, dated 9/27/94
No. 10929 (hereinafter called the Grantor), of 4800 N. Harlem
Avenue, Harwood Heights, IL 60656

for and in consideration of the sum of \$150,000 (plus see INTEREST)
Note) * * * * * Dollars

in hand paid, CONVEY S. [redacted] to John J.
Kennelly
of 111 W. Washington St. - 1449, Chicago, IL

94993072

Above Space For Recorder's Use Only

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

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
(this applies to only five acres)
Permanent Real Estate Inde. Number(s): 06-22-100-015-0000 (which are described above.)
Address(es) of premises: SW corner of Route 59 and Schaumburg Rd., Streamwood, IL

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 as follows: \$50,000 one year from the date hereof, \$50,000 two years from the date hereof and \$50,000 three years from the date hereof, and interest at 8% per annum accrued on all unpaid principal pursuant to said Promissory Note guaranteed by Carl L. Bongiovanni and John P. Bosco.

COOK COUNTY, ILLINOIS
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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in accordance 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 to repair 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 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 if money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ 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 _____ 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 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 gives 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: Parkway Bank and Trust Co, UTA #10929, dated Sept. 27, 1994

IN THE EVENT of the death or removal of said _____ N/A 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 succeed to 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 a First Mortgage from the Parkway Bank and Trust Co.

Witness the hand _____ and seal _____ of the Grantor this 14th day of November, 1994

THIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK AND TRUST COMPANY) hereby warrants that it possesses full power and authority to execute this instrument), and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, terms or express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any part of the said indebtedness hereunder, and that so far as the First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the grantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally,

By _____ VICE-PRESIDENT-TRUST OFFICER
Attest: _____ ASSISTANT VICE-PRESIDENT-TRUST OFFICER
Gloria Wielgos

STATE OF ILLINOIS
COUNTY OF COOK

ss. _____ Do Hereby Certify, that
Diane Y. Pazynski Vice-President-Trust Officer

of Parkway Bank And Trust Company, Jo Ann Kubinski, ASST. T.O.

Assistant Vice-President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this _____ day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. The Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein

OFFICIAL SEAL
GLORIA WIELGOS
NOTARY PUBLIC, STATE OF ILLINOIS

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STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

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 _____ 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 official seal this _____ day of _____, 19_____.

(Impress Seal Here)

Notary Public

Commission Expires _____

Property of Cook County Clerk's Office

94993072

BOX No _____

SECOND MORTGAGE
Trust Deed

PARKWAY BANK AND TRUST CO., as
Trustee Under Trust No. 10929,
dated _____

_____ TO :
John J. Kennelly

John J. Kennelly
111 W. Washington Street - #1449
Chicago, Illinois 60602

BOX 333-CTI

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____

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 _____ 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 official seal this _____ day of _____, 19____.

(Impress Seal Here)

Notary Public

Commission Expires _____

SEP 22 19____

Property of Cook County Clerk's Office

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BOX No.

SECOND MORTGAGE Trust Deed

PARKWAY BANK AND TRUST CO., as
Trustee Under Trust No. 10929,
dated _____

pub TO :

John J. Kennelly
111 W. Washington Street- #1449
Chicago, Illinois 60602

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GEORGE E. COLE
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as Trustee under Trust Agreement, dated 9/27/94
No. 10929 (hereinafter called the Grantor), of 4800 N. Harlem
Avenue, Harwood Heights, IL 60656
(No. and Street) (City) (State)
for and in consideration of the sum of \$150,000 [plus see
Note! * * * * *] Dollars
in hand paid, CONVEY ~~AND MORTGAGE~~ to John J.
Kennelly
of 111 W. Washington St. - 1449, Chicago, IL
(No. and Street) (City) (State)

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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

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
(this applies to only five acres)
Permanent Real Estate Index Number: 76-22-100-015-0000 (which are described above.)
Address(es) of premises: SE corner of Route 59 and Schaumburg Rd., Streamwood, IL

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon one principal promissory note bearing even date herewith, payable as follows: \$50,000 one year from the date hereof, \$50,000 two years from the date hereof and \$50,000 three years from the date hereof, and interest at 8% per annum accrued on all unpaid principal pursuant to said Promissory Note guaranteed by Carl L. Bongiovanni and John P. Bosco.

COOK COUNTY, ILLINOIS
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MORTGAGE
Cook County Clerk's Office

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...

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

Parkway Bank and Trust Co., (SEAL)
Trustee under Trust No. 10929 dated
Sept. 27, 1994, and not individually
By _____ (SEAL)

This instrument was prepared by Frank J. Wiedner, 1 N. Franklin St., #1900, Chicago, IL
(NAME AND ADDRESS)

10929

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STREET ADDRESS: RT 59 AND SCHAUMBURG ROAD

CITY: STREAMWOOD COUNTY: COOK

TAX NUMBER: 0620103 0.5/016

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SCHAUMBURG ROAD WITH THE EAST RIGHT OF WAY LINE OF STATE ROUTE 59; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF SCHAUMBURG ROAD A DISTANCE OF 274.04 FEET; THENCE LEAVING SAID SOUTH LINE AND RUNNING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 176.03 FEET; THENCE SOUTH 14 DEGREES 21 MINUTES 53 SECONDS WEST A DISTANCE OF 615.12 FEET; THENCE NORTH 78 DEGREES 36 MINUTES 16 SECONDS WEST A DISTANCE OF 310.62 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EAST LINE, BEING A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 7048.00 FEET, HAVING A CHORD BEARING OF NORTH 14 DEGREES 26 MINUTES 50 SECONDS EAST FOR AN ARC LENGTH OF 734.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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2025/01/15