#### WHEN RECORDED MAIL TO:

Megan R. Cawley, Esq. Shaheen, Lundberg, Callahan and Orr 20 North Wacker Drive, Suite 2900 Chicago, 11. 60606-3192

Document Prepared By:

Megan R. Cawley, Esq. Shaheen, Lundberg, Callahan and Orr 20 North Wacker Price, Suite 290002 Chicago, IL 60606-3192 DEPT-01 RECORDING \$29.50 142222 TRAN 2744 07/28/95 11:41:00 ・ 76131 中 K B ※一夕河ーチワ2チ9 1 ・ COOK COUNTY RECORDER

#### TRUST DEED SECOND MORTGAGE

THIS INDENTURE WITNESSETH, That Join J. Lyman, (hereinafter called the Grantor) of 2664 West Eastwood, Chicago, Illinois 60625 for and in consideration of the sum of Twenty-one Thousand and No/100ths (\$21,000.00) Dollars, in hand paid, CONVEY and WARKANT to Bond Chemical Products Co. of 2100 West Fulton Street, Chicago, Illinois 60622 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 thereof, together with all rents, issues and profits of said premises, situated in the County of Cook and the State of Illinois, to wit:

LOT 23 IN BLOCK 22 IN RAVENSWOOD GARDENS, A SUBDIVISION OF ALL THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST, LYING NORTH EAST OF THE SANITARY DISTRICT RIGHT OF WAY (EXCEPT THEREFROM THE RIGHT OF WAY OF THE NORTHWEST RN ELEVATED RAILROAD COMPANY).

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

Permanent Real Estate Index Number(s): 13-13-209-038

Address(es) of premises: 2664 West Eastwood, Chicago, Illinois 60625

IN TRUST, nevertheless for the purpose of securing performance of the covenants and agreements in ein.

WHEREAS, The Grantor is justly indebted upon one principal promissory note(s) bearing even date observith, payable to Bond Chemical Products Co., an Illinois corporation, in the amount of Twenty-one Thousand and No/100ths (\$21,000.00) Dollars due and payable in accordance with the terms of the Note.

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 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 15 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 15 per cent per annum, shall be recoverable by forcefosure 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 foreclosures 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 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 C. antor. 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 there 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 any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, the my 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: John J. Lyman

55.

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 William P. Lyman of Bond Chamical Products Co. of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is levely, 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 First Mortgage in the amount of \$117,150.00 to Countrywide Funding Corporation dated December 7, 1993. The Rider attached hereto is incorporated becein by this reference.

Witness the hand(s) and seal(s) of the Grantor this	1995.
Please print or type name(s) below signatures(s)	John J Lyman
	750.
State of Illinois	

County of Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John J. Lyman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the foregoing instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

"OFFICIAL SEAL" PATRICIA A. RICHMOND Notary Public, State of Illinois My Commission Expires Aug. 15, 1998 الرابيعيني والداران والرابي

Commission Expires:  $\frac{\delta}{\sqrt{5}} \frac{1}{\sqrt{5}} \frac{1}{\sqrt{5}}$ 

RIDER TO TRUST DEED DATED APRIL 28, 1995
EXECUTED BY JOHN J. LYMAN ("MORTGAGOR")
RELATING TO THE REAL ESTATE COMMONLY
KNOWN AS 2664 WEST EASTWOOD,
CHICAGO, ILLINOIS (THE "PREMISES")

This Rider is attached to the referenced Trust Deed. In the event of any conflict between the Trust Deed and the Rider, the Rider shall control.

- 1. At the option of the holder of the Note secured by this Trust Deed and upon thirty (30) days' prior written notice of Mortgagor, all principal indebtedness evidenced thereby, together with any and all accrued interest, shall become due and payable upon the actual or attempted sale, assignment, pledge, encurbrance, conveyance, or lease of all or any portion of the Premises or any other transfer of all or any part of the Premises, or transfer of any beneficial interest in any trust holding title to such real estate, or a change in the use of the Property.
- 2. Mortgagor shall not and will not (nor shall any beneficiary of Mortgagor) apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of the lien of this Trust Deed, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it including its beneficiary, waives any and all right to have the Premises and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.
- Mortgagor shall not cause or permit any "Hazardous Substance" (as horcinafter defined) to be used, stored, generated or disposed of on or in the Premises. If Hazardous Substances are used, stored, generated or disposed of on or in the Premises, or if the Premises become contaminated in any manner for which Mortgagor is legally liable, Mortgagor shall indemnify and hold harmless the holder of the note from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees arising after the date of this Trust Deed. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Mortgagor causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Mortgagor shall promptly, at its sole cost and expense, take any and all necessary actions to

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return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Mortgagor shall first obtain the holder's approval for any such remedial action. As used herein, the term "Hazardous Substance" shall mean any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of Illinois, or the United States government, and includes, without limitation, and an all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law.

IN THE EVENT OF THE COMMENCEMENT OF A JUDICIAL PROCEEDING TO FORECLOSE THIS TRUST DEED, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED ON BEHALF OF MORTGAGOR, AND EACH AND EVERY DERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AFTER THE DATE OF THE EXECUTION OF THIS TRUST DEED AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE APPLICABLE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, AND FOR ALL THAT IT MAY LEGALLY BIND WHO ACQUIRE ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE HEREOF, AND AGREES THAT WHEN SALE IS HAD UNDER ANY DECREE OF FORECLOSURE OF THIS TRUST DEED, UPON CONFIRMATION OF SUCH SALE, THE SHERIFF OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED, OR OTHER OFFICER MAKING SUCH SALE, OR HIS SUCCESSOR IN OFFICE, SHALL BE AND IS AUTHORIZED IMMEDIATELY TO EXECUTE AND DELIVER TO THE PURCHASER AT SUCH SALE, A DEED CONVEYING THE PREMISES, SAOVING THE AMOUNT PAID THEREFOR, OR IF PURCHASED BY THE PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR.

THE MORTGAGOR FURTHER HEREBY WAIVES AND RELEASES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AND ALL RIGHTS TO RETAIN POSSESSION OF THE PREMISES AFTER ANY DEFAULT IN OR BREACH OF ANY OF THE COVENANTS, AGREEMENTS OR PROVISIONS HEREIN CONTAINED.

4. Within thirty (30) days of receipt of all amounts due the holder of the Note under the note and Trust Deed, the holder shall prepare and deliver to Mortgagor a release deed releasing this Trust Deed and indicating the note has been paid in full. Mortgagor shall pay the Trustee's fees pertaining to the issuance and release of the Trust Deed.

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IN WITNESS WHEREOF, Mortgagor has executed and delivered this Rider to the attached Trust Deed this 28th day of April, 1995.

MORTGAGOR

ohn/J. Lyman

Please return after recording to:

Megan R. Cawley, Esq.
Shaheen, Lundberg, Callahan and Orr, P.C.
20 North Wacker Drive, Suite 2900
Chicago, Illinois 60606

"OFFICIAL SEAL"
PATRICIA A. RICHMOND
Notary Public, State of Illinois
Wy Commission Expires Aug. 15, 1998

Lucheral I and severe to defore me their 7th Easy of July, 1995

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