

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

96076792

COOK COUNTY
RECORDER
JESSE WHITE
MAYWOOD OFFICE

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That Maywood-Proviso State Bank, Trustee under Land Trust No. 9925 dated 12-26-95, (hereinafter called the Grantor), of Maywood, Illinois

(No. and Street) (City) (State)
for and in consideration of the sum of 46,250.00 Dollars

in hand paid, CONVEY AND WARRANT to Daniel Lempa and Bonnie Lempa of 217 North Cuyler, Oak Park, Illinois

(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 and State of Illinois, to-wit:

THE SOUTH 56 FEET OF NORTH 112-1/2 FEET OF WEST 15.89 FEET OF LOT 4 AND SOUTH 56 FEET OF NORTH 112-1/2 FEET OF LOTS 5, 6 AND 7 IN BLOCK 4 IN VILLAGE OF RIDGELAND BEING A SUBDIVISION OF EAST 1/2 OF EAST 1/2 OF SECTION 7 AND NORTHWEST 1/4 AND WEST 1/2 OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

JAN 25 1996

Above Space For Recorder's Use Only

RECORDING	4	23.00
MAILINGS	4	0.50
96076792	4	
PENALTY	4	20.00
SUBTOTAL		43.50
CHECKS		43.50
		3 PURC CTR
		8011 MCH 18:26

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 is justly indebted upon _____ principal promissory note bearing even date herewith, payable **JAN 25 1996**

to the order of and delivered to the Mortgagee, in the amount of Forty-Six Thousand, Two Hundred-Fifty Dollars (\$46,250), with a final payment of the balance due on the 18th day of January, 1997 and all principal and interest are made payable at such place as the Holders of the Note may from time to time appoint and in the absence of such appointment, then at the office of the Mortgagee at 217 North Cuyler, Oak Park, Illinois, 60302.

THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO THE MORTGAGE DATE 01/18/96 MADE BY MAYWOOD PROVISO STATE BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/26/95 AND KNOWN AS TRUST NUMBER 9925 TO ADVANCE BANK TO SECURE A NOTE IN THE AMOUNT OF \$320,000.00 COMMONLY KNOWN: 426 N. HARVEY, OAK PARK, IL 60302 TAX NUMBER: 16 08 102 002 0000

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 or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first 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 _____ 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 _____ 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 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 document 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 the 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 proceedings, 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 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 Maywood-Proviso State Bank, Trustee IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then

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 said 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 _____

Witness the hand and seal of the Grantor this _____ day of _____, 19 _____

(SEAL)

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

This instrument was prepared by David E. Hoy, Attorney, 1100 W. Lake St., Suite 245, Oak Park, IL 60301
(NAME AND ADDRESS)

96076792

2350
4350

UNOFFICIAL COPY

Commission Expires _____

96076792

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

THIS TRUST DEED is executed by Maywood-Proviso State Bank, 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 Maywood-Proviso State Bank, hereby warrants that it possesses full power and authority to execute this instrument, and it is 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 Maywood-Proviso State Bank to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that as for as the First Party and its successors and said Maywood-Proviso State Bank, personally are concerned, the legal holder or holders of said note and the lender 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 guarantor, if any.

IN WITNESS WHEREOF, Maywood-Proviso State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MAYWOOD-PROVISO STATE BANK As Trustee as aforesaid and not personally,

By John P. Sternisha VICE PRESIDENT

Attest Gail Nelson ASSISTANT SECRETARY



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

JOHN P. STERNISHA

Vice President of the Maywood-Proviso State Bank, and

96076792

Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument; as such Vice-President and Assistant Secretary, respectively, subscribed before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Assistant Secretary's 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 set forth.



Given under my hand and Notarial Seal this 18th day of JANUARY 1996

96076792

Spring Alexander
Notary Public



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

96076792

Mail to:

DANIELA J. COLE
Attorney and Counsel at Law
11001 West Lake Street
Suite 215
Oak Park, IL 60454

GEORGE E. COLE
LEGAL FORMS