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THIS DOCUMENT PREPARED BY:
MAIL TO:

96351992

Loel Goldman, Esq.
701 Algonquin Road, #310
Rolling Meadows, IL 60008

Equity Title
415 N. LaSalle/Suite 402
Chicago, IL 60610

EC156061

DEPT-01 RECORDING \$27.50
T#0011 TRAN 1470 05/09/96 01:36:00
#2330 + RV *-96-351992
COOK COUNTY RECORDER

TRUST DEED SECOND MORTGAGE (ILLINOIS)

2752

THIS INSTRUMENT WITNESSETH, That THOMAS D. NEARY, JR. AND SALLY B. NEARY, husband and wife (hereinafter called the Grantor), of Northbrook, Illinois, for and in consideration of the sum of Fifteen Thousand One Hundred (\$15,100.00) Dollars in hand paid, CONVEY(S) AND WARRANT(S) to NEW TRIER FEDERAL CREDIT UNION, 642 Green Bay Road, Kenilworth, Illinois 60043, incorporated by an Act of Congress, as Trustee, and to its 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:

Sublot 4 of Lot g in the Colonnades Unit Number 1, being Irvin A. BLIETZ' RESUBDIVISION IN THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS AS SET FORTH IN THE DECLARATION OF THE COLONADES, UNIT NO. 1 DATED JUNE 18, 1968 AND RECORDED JUNE 20, 1968 AS DOCUMENT NO. 20527138 MADE BY MCDANIEL CORPORATION AND AS CREATED BY THE MORTGAGE FROM CLARENCE J. MAGUIRE AND DOROTHY MAGUIRE, HIS WIFE, TO ST. PAUL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, DATED SEPTEMBER 21, 1968 AND RECORDED DECEMBER 16, 1968 AS DOCUMENT NO. 20704391, FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS; OUTLOT R OF THE RESUBDIVISION AFORESAID.

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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: 04-11-206-039

Address of premises: 816 COLONNADE DRIVE, NORTHBROOK, IL 60062

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

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WHEREAS, The Grantor is justly indebted upon a principal Installment Note bearing even date herewith, payable to NEW TRIER FEDERAL CREDIT UNION in the principal amount of \$15,100.00, payable in 35 monthly installments of \$469.75 plus one final installment of \$469.64 which represents reduction of the principal balance plus interest thereon at the rate of 7.50% per annum, as per the tenor of the said 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 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 7.50 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 7.50 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 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 said premises.

NOTWITHSTANDING anything to the contrary contained herein, the Grantor

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Does further covenant and agree that it will not transfer, or cause to be transferred, or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise, in the mortgaged

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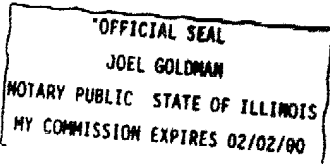
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, **JOEL GOLDMAN**, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **THOMAS D. NEARY, JR. AND SALLY B. NEARY, husband and 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 on April 10, 1996.

Joel S. Goldman
Notary Public



(SEAL)

Identification No. 4099
NEW TRIER FEDERAL CREDIT UNION,
Trustee
By: *Joel S. Goldman*

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SBN
John

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