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TRUST DEED Second Mortgage (Illinois)

97505190

THIS INDENTURE WITNESSETH, That _____
CHARLES W. BIDWILL, III
 _____ (hereinafter called the
 Grantor), of 1533 Ammer Court, Glenview, Illinois
 _____ (No /Street/City/State) for
 and in consideration of the sum of Ten & no/100
 _____ Dollars in hand paid, CONVEY
 and WARRANT _____ to Northview Bank & Trust, of
 245 Waukegan Road, Northfield, Illinois 60093, 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

DEPT-01 RECORDING 625.00
 T#0012 TRAM 5925 07/14/97 13:01:00
 #8805 + CG *--97-505190
 COOK COUNTY RECORDER

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

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) 04-26-103-109

Address of premises 1533 AMMER COURT, GLENVIEW, ILLINOIS 60025

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

WHEREAS, the Grantor is justly indebted upon a certain principal promissory note bearing the date September 15, 1994, payable to Northview Bank & Trust, pursuant to that certain Guaranty of even date herewith.

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 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 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

BOX 333-CTI

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7669003 FD Clerk 4/14/97

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thereon from time of such breach 14% per cent per annum, shall be recoverable by foreclosure hereof 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 a 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 the record owner is: CHARLES W. BIDWILL, III

IN THE EVENT of the death of removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ of said County is hereby appointed to be first successor in this trust, and if for any 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 any existing first mortgage, any refinance of such first mortgage, and any home equity loan or line of credit, provided that the aggregate of such indebtedness shall not exceed 80% of the property's fair market value

Witness the hand and seal of the Grantor this 2nd day of July, 19 97

X Charles W. Bidwill III (SEAL)
CHARLES W. BIDWILL, III

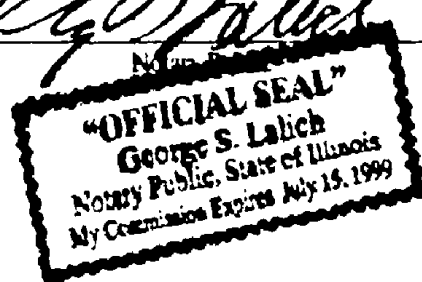
Please print or type name(s) below signature(s) _____ (SEAL.)

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, GEORGE S. LALICH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES W. BIDWILL III personally known to me to be the same person whose name CS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said 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.

GIVEN under my hand and official seal this 2 day of July, 19 97

Commission Expires _____



This instrument was prepared by and after recording return to

RICHARD L. GAYLE, ESQ
Robbins, Salomon & Patt, Ltd.
25 E. Washington, Suite 1000
Chicago, Illinois 60602

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: THAT PART OF LOT 1 IN AMMER ROAD TOWNHOMES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 66.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 32.38 FEET; THENCE EASTERLY 52.50 FEET TO POINT ON THE EAST LINE OF SAID LOT 1, SAID POINT BEING 98.24 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG SAID EAST LINE 32.37 FEET; THENCE WESTERLY 52.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER OUTLOT A AND LOT 2 AS SET FORTH IN DECLARATION RECORDED FEBRUARY 3, 1992 AS DOCUMENT 92069192 AND AMENDMENT RECORDED AS DOCUMENT 94830868.

PARCEL 3: EASEMENT FOR DECK AND SIDEWALK PURPOSES OVER OUTLOT A AND LOT 2 AS SET FORTH IN DECLARATION RECORDED FEBRUARY 3, 1992 AS DOCUMENT 92069192 AND AMENDMENT RECORDED AS DOCUMENT 94830868.

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