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Property of Cook County Clerk's Office

**PASS-THROUGH
JUNIOR (SECOND) MORTGAGE**

Reliable Mortgage Corporation
to
Suburban Properties
for

212 S. 8th Avenue, Maywood, Illinois; 15-11-300-010
128 S. 13th Avenue, Maywood, Illinois; 15-10-231-030
1927 S. 19th Avenue, Maywood, Illinois; 15-11-352-010
816 S. 4th Avenue, Maywood, Illinois 15-15-314-008
130 S. 19th Avenue, Maywood, Illinois 15-10-126-039

This cover document prepared by
and mail to:

Russell R. Custer, Jr.
Lillig & Thorsness, Ltd.
1900 Spring Road, Suite 200
Oak Brook, IL 60523
(630) 571-1900

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THIS INDENTURE, WITNESSETH, That *Reliable Mortgage Corporation*

hereinafter called the Grantor), of *10526 Cermak Road, Suite 306 Westchester, Ill. 60154*
(No. and Street) (City) (State)

for and in consideration of the sum of *Four Hundred Eighteen Thousand Six Hundred Sixty-Seven* Dollars,
in hand paid, CONVEY AND WARRANT to *Suburban Properties*
of *1209 S. 5th Avenue* *Maywood* *Ill. 60153*
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 *Village* of *Maywood* 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. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WITNESS, The Grantor *Reliable Mortgage Corporation* mostly indebted upon *Suburban Properties* principal promissory note bearing even date herewith, payable monthly in the sum of \$4,934.90, principal and interest, commencing May 1, 1991 and \$4,934.90, principal and interest on the 1st day of each subsequent month until the principal balance is fully paid, together with interest as per attached.

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 an 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, 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 Mortgagees or Trustees 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 eight per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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, shall 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, various trusts per attached*
Cook County of *Cook*, or of his resignation.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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.

refusal or failure to release then *any subsequent agent for Suburban Properties, Michael Baker and* 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 then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all 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.

Witness the hand and seal of the Grantor this

12th day of *JUNE*, 19*91*.
BY: *John M. Davies III, President* (SEAL)

This document prepared by:
JOHN M. DAVIES III
Attorney at Law

This instrument was prepared by *10526 Cermak Road*
(NAME AND ADDRESS)
Westchester Illinois 60154

9870855

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Patricia A. Bermingham, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John M. Davies III, President of Reliable Mortgage Corporation

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 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 notarial seal this 18th day of JUNE 1991



Patricia A. Bermingham
Notary Public

Commission Expires

PROPERTY OF COOK COUNTY CLERK'S OFFICE

BOX No.

SECOND MORTGAGE
Trust Deed

TO

98770855

GEORGE E. COLE
LEGAL FORMS

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Attachment to
Junior (Second) Mortgage
from
Reliable Mortgage Corporation
to
Suburban Properties
(remaining real estate)

Lot 15 and the North half of Lot 14 in Block 63 in Maywood a Subdivision in Section 2, 11, and 14, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

Commonly known as: 212 S. 8th Avenue, Maywood, Illinois 60153
P.I.N. 15-11-300-010-0000

Lot 270 in Madison Street Addition being a subdivision of part of Section 10, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

Commonly known as: 128 S. 13th Avenue, Maywood, Illinois 60153
P.I.N. 15-10-231-030-0000

The South $\frac{1}{2}$ of the North $\frac{1}{2}$ of Lot 37 in Broadview Estate Addition to Maywood in the West $\frac{1}{2}$ of Section 15, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as: 1927 S. 19th Avenue, Maywood, Illinois 60153
P.I.N. 15-15-314-008-0000

Lot 11, 12 and 13 in Block 115 in Maywood in Section 2, 11 and 14 Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, also described as Lots 11, 12 and 13 in Block 115 in Maywood, according to plat thereof recorded in Book 171 of Maps, Pages 27, 28, 29 and 30, in Cook County, Illinois

Commonly known as: 816 S. 4th Avenue, Maywood, Illinois 60153
P.I.N. 15-11-352-010-0000

Lots 48 and 49 in Block 34 in Proviso Land Association to Maywood in Section 10, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 130 S. 19th Avenue, Maywood, Illinois 60153
P.I.N. 15-10-126-039-0000

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