

# UNOFFICIAL COPY

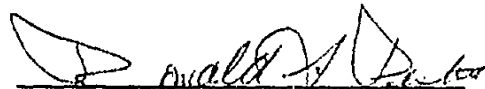
AFFIDAVIT OF (LAST) DELIVERY ( 7 ) 6

I the undersigned do hereby state and swear on oath as follows:

1. That I am the attorney for Bank of Glenbrook, the Mortgagee, in a Trust Deed Second Mortgage dated April 11, 1987 from JUDITH H. FALASZ granting a security interest to a certain parcel of real estate commonly known as 1437 Burr Oak Drive, Glenview, Illinois 60025.

Lot One (1) in Austermuehle Subdivision, being a Subdivision of West 102.35 Feet of the East 602.35 Feet of that part of the North East Quarter (1/4) of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: To Wit; Commencing at a point 557.50 Feet West of a Point on the East line of said North East Quarter (1/4) 1056.10 Feet North of the South East Corner of said North East Quarter (1/4) thence West 1447.0 feet more or less to the center of the North Branch Timber Road 300.20 feet to the place of beginning, (except therefrom the South 100.0 Feet thereof measured at right angles to the South line thereof), according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 6, 1969, as document No. 2479518.

2. That upon receiving said Trust Deed I was unable to file same at the Office of Registrar of Titles of Cook County, Illinois until I was in possession of Torrens Certificate or Torrens receipts, which I now have.
3. That at all times the said Trust Deed was in my exclusive possession and control and in that of no other; That no change in marital status has occurred since delivery to me.
4. That I make this Affidavit to induce The Registrar of Titles to waive any objections as to stale date of delivery.
5. Now, therefore, affiant, his heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him arising by reason of delay in registration of this deed and the Registering of same on the Torren's Certificate of Title #1354527 and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, causes of action, suits and controversies, whether groundless or otherwise arising therefrom.

  
Ronald G. Pestine,  
Attorney at Law

(MARITAL STATUS)

Subscribed and Sworn to  
before me this 15<sup>th</sup> day of  
JULY 19 88  
\_\_\_\_\_  
Notary Public

# UNOFFICIAL COPY

0 3 7 2 7 0 9 6

Property of Cook County

LOT ONE (1) in Austermaehle Subdivision, being a Subdivision of the West 102.35 feet of the East 602.35 feet of that part of the North East Quarter (4) of Section 26, Township 47 North, Range 12, East of the Third Principal Meridian, described as follows: To Wit; Commencing at a point 537.50 feet West of a point on the East line of said North East Quarter (4) 1056.10 feet North of the South East corner of said North East Quarter (4) thence West 1447.0 feet more or less to the center of the North Branch Timber Road; thence Southwaly along the center of said North Branch Timber Road 300.20 feet; thence East 1457.0 feet; thence North 300.0 feet to the place of beginning, (excepting therefrom the South 100.0 feet thereof measured at right angles to the South line thereof), according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 6, 1969, as Document Number 2479510.

3727096

Office

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

3727096

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That  
Judith H. Palasz 21 Y.O. R.G.P. & D. Not  
(hereinafter called the Grantor), of  
1437 Burr Oak Dr., Glenview, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Sixteen Thousand & 00/100  
Dollars

in hand paid, CONVEY AND WARRANT to  
Bank of Glenbrook  
of 2801 Pfingsten Road Glenview, 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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

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) 19-21-021-441  
Address(es) of premises: 1437 Burr Oak Dr., Glenview, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable at the Bank of Glenbrook in full at maturity on 12/31/90 with interest due quarterly beginning 7/10/87 at a rate of 1% in excess of the Northern Trust Prime Rate and any renewals or extensions thereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 with out demand, and the same with interest thereon from the date of payment at 1% OP 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 1% OP 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 reverse hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. 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 Judith H. Palasz

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 Bank of Glenbrook of 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 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 24th day of April, 1987.

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

RGP

Judith H. Palasz (SEAL)  
Judith H. Palasz

(SEAL)

This instrument was prepared by Blair K. Robinson 2801 Pfingsten Rd., Glenview, IL 60025  
(NAME AND ADDRESS)

NOTE IDENTIFIED

3722096

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Allen R. Cichon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judith H. Falasz DIYORCED and NOT yet re married

personally known to me to be the same person whose name she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed sealed and delivered the said instrument as her 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 15<sup>th</sup> day of May, 1987

(Impress Seal Here)

Allen R. Cichon  
Notary Public

Commission Expires May 2, 1989

RESTING + WE CHAN STS  
555 SKOKIE BOULEVARD  
NORTH BROOK, ILL  
60062

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised to \_\_\_\_\_  
Deliver certiff. to \_\_\_\_\_  
Address \_\_\_\_\_  
Deliver duplicate Trust  
Deed to \_\_\_\_\_  
Address \_\_\_\_\_  
Notified \_\_\_\_\_  
Kelly

JUL 22 1987

3727096  
3727096

13521527

IN DUPLICATE

3727096

TRUST DEED  
SECOND MORTGAGE

GEORGE E. COLE  
LEGAL FORMS