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3745836

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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3745836

THIS INDENTURE WITNESSETH, That William E. Scannell, a
bachelor

(hereinafter called the Grantor), of _____

100 E. Walton Unit #32G, Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Five Hundred Thousand and
no/100 Dollars

in hand paid, CONVEY AND WARRANT to _____
NORTHLAKE BANK

of 26 West North Ave., Northlake, 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:

Above Space For Recorder's Use Only

(see reverse)

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): 17-03-207-061-1171

Address(es) of premises: 100 E. Walton, Unit #32G, Chicago, Illinois

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

WHEREAS, The Grantor is justly indebted on 118 principal promissory note bearing even date herewith, payable

per "Line of Credit" note dated 10/11/88, with interest due monthly on the amount of principal advanced and the principal due at maturity and per "Installment" note dated 10/11/88 with forty seven (47) equal, principal and interest, payments of \$10,632.00 starting 11/11/88 and on the same day of each consecutive month thereafter with the balance of unpaid principal and accrued interest due on 10/11/92.

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 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.5 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 the maximum per cent per annum allowable by law, 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.

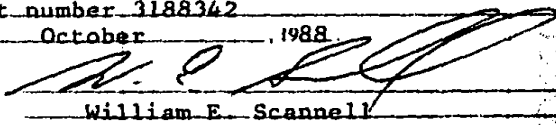
IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorneys fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole 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 of 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is William E. Scannell

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 Chicago Title and Trust Company 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 trustee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to a First mortgage with Cragin Federal dated 11/03/80 in the
amount of \$54,400 and recorded as document number 3188342

Witness the hand and seal of the Grantor this 11th day of October, 1988.



William E. Scannell

(SEAL)

(SEAL)

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

This instrument was prepared by Gaza E. Cooke, Northlake Bank, 26 W. North Ave., Northlake, IL 60164
(NAME AND ADDRESS)

Not a valid deed

LEGAL DESCRIPTION OF PROPERTY ON CT#12434

10/15/88

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PARTS OF LOTS 8, 9, 10, 11 AND 12 IN MOSS' SUBDIVISION OF PART OF LOT 10, IN THE SOUTH 1/2 OF BLOCK 8, IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24262435, AND REGISTERED AS DOCUMENT LR2990252, TOGETHER WITH AN UNDIVIDED 0.29516 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS } ss.
 COUNTY OF DuPAGE }

I, Jean Seiden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William E. Scannell, a bachelor

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 official seal this eleventh day of October, 1988.

(Impress Seal Here)

Jean K. Seiden
 Notary Public

Commission Expires May 7, 1989

PARTS OF LOTS 8, 9, 10, 11 AND 12 IN MOSS' SUBDIVISION OF PART OF LOT 10, IN THE SOUTH 1/2 OF BLOCK 8, IN THE CANAL TRUSTEES' SUBDIVISION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24262435, AND REGISTERED AS DOCUMENT LR2990252, TOGETHER WITH AN UNDIVIDED 0.29516 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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W.M. W.M.

INDEXED TITLE LINE
 1518 N. PULASKI STREET
 CHICAGO, ILLINOIS 60642

Lynett

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REGISTERED
 HARRY DUBSKY
 REGISTRAR OF TITLES
 OCT 13 AM 11:19

3745836
 3745836

BOX No. _____
SECOND MORTGAGE
Trust Deed
 WILLIAM E. SCANNELL, a bachelor
 TO
 NORTHLAKE BANK
 26 West North Avenue
 Northlake, Illinois 60164