

UNIT II PARCEL II BUILDING II TOWNHOUSE #8 THAT PART OF LOTS 13, 14 AND 15 (EXCEPT THE NORTH 3.00 FEET THEREOF) IN BLOCK IN PLEASANT HEIGHTS, MOUNT PROSPECT, BEING A SUBDIVISION OF LOTS 3 AND 4 IN GEMLERING'S DIVISION OF LAND IN THE SOUTHWEST QUARTER (1/4) OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE EAST LINE THEREOF 46.60 FEET; THENCE WEST PERPENDICULAR TO SAID EAST LINE 65.96 FEET TO THE WEST LINE OF THE EAST 66.0 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) OF SAID TRACT; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 66.0 FEET, 20.66 FEET TO A LINE DRAWN PERPENDICULAR TO THE SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG SAID PERPENDICULAR LINE 24.56 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF TRACT 0.77 FEET TO A LINE DRAWN PERPENDICULAR TO THE SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG SAID PERPENDICULAR LINE 10.60 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF TRACT 26.27 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 30.82 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 30.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 08-12-402-026

3767550

COMMONLY KNOWN AS: 716 EAST SHABONEE TRAIL, MOUNT PROSPECT, IL

UNOFFICIAL COPY

Property of Cook County Clerk's Office

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

3767550

THIS INDENTURE WITNESSETH that MICHAEL S. PAPALITSAS  
and HARRIET L. PAPALITSAS, his wife,

(hereinafter called the Grantor), of 716 E. Shabonnee  
Trail, Mount Prospect, Illinois

for and in consideration of the sum of TEN THOUSAND  
(\$10,000.00) Dollars

in hand paid, CONVEY AND WARRANT to GLENNA M.  
BAILLEY

of 1100 S. Halcher Rd. Lot 476, Largo, Fla.

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.

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

WHEREAS, The Grantor is justly indebted up in their principal promissory note bearing even date herewith, payable monthly.

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 or rebuilding of or 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 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 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 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 \_\_\_\_\_ percent 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 \_\_\_\_\_ percent 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 documents, 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.

The name of a record owner is MICHAEL S. PAPALITSAS and HARRIET L. PAPALITSAS

IN THE EVENT of the death, removal from said Cook 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 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 October, 1988

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

Michael S. Papalitsas (SEAL)  
MICHAEL S. PAPALITSAS

Harriet L. Papalitsas (SEAL)  
HARRIET L. PAPALITSAS

This instrument was prepared by Edward G. Wells, 132 S. Northwest Hwy. Palatine, Ill.  
(NAME AND ADDRESS)

None Taken 11-22-88

Property of Cook County Second Mortgage

3767550

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

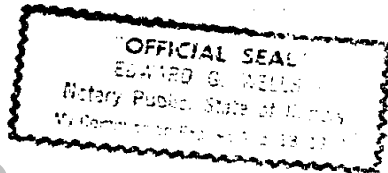
I, \_\_\_\_\_ the undersigned \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL S. PAPALITSAS and HARRIET L. PAPALITAS, his wife, personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ 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 this 24th day of October, 1988

(Impress Seal Here)

*Edward G. Wells*  
Notary Public

Commission Expires



Notary Public  
Address  
Date  
Notary Public  
Address  
Date

LIBERTY TITLE INS. CO.  
925 N. PLAIN GROVE RD.  
SCHALUNBURG, IL 60173  
312.519.7733

16827

3767550

3767550

NOTARY PUBLIC  
EDWARD G. WELLS  
OCT 13 PM 12:48

11/17/88  
W. W. W. W.

TOMIENS

BOX No.

SECOND MORTGAGE

Trust Deed

01

GEORGE E. COLE  
LEGAL FORMS