

UNOFFICIAL COPY

11-8-89 Deed of Trust Unit 1 No 3 Woodhollow Dr 3167674 Loan Cks 1203113 1229601

472598 6L07

THIS INSTRUMENT, WITNESSETH, THAT LAURENCE J. BRYAR, A MARRIED MAN MARKED TO

(the grantor) of 1402-B Woodhollow Flossmoor, IL (No. and Street) (City) (State)

for and in consideration of the sum of Dollars in hand paid, CONVEY AND WARRANTS TO ROBERT J. SANTOSTEFANO, DIV. and not since remarried

of 1411 Woodhollow Flossmoor, IL (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,

of Flossmoor Cook County of Illinois, to-wit: and State of Illinois, to-wit:

PARCEL 1: UNIT NUMBER 1 IN CHESTNUT HILL CONDOMINIUM NO. 3 AS DELINEATED ON SURVEY OF

LOT NUMBER 3 IN CHESTNUT HILL UNIT NO. 2 BEING A SUBDIVISION OF PART OF THE SOUTHEAST

PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, REGISTERED ON MAY 16, 1980 AS DOCU-

MENT NO. LR3161201 WITH THE COOK COUNTY REGISTAR OF TITLES: WHICH SURVEY IS ATTACHED

AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE AMERICAN

NATIONAL BANK AND TRUST COMPANY OF CHICAGO UNDER TRUST NO. 32647 REGISTERED IN THE

OFFICE OF THE REGISTRAR OF TITLES, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 3167674,

ON JULY 2, 1989: TOGETHER WITH AN UNDIVIDED 12.72 PERCENT INTEREST IN SAID LOTS

(EXCEPTING FROM SAID LOTS THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS

DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS,

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND BENEFIT

OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION FILED AS DOCUMENT NO.

LR2832428, AS AMENDED IN COOK COUNTY, ILLINOIS.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Whereas, The Grantor LAURENCE J. BRYAR

justly indebted upon the principal promissory note bearing even date herewith, payable

pursuant to the terms of the installment Note dated March 29, 1989.

PTU: 31-11-216-053-1001 C/O: 1402-B Woodhollow, Flossmoor, IL 60432

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 within each year, all taxes and assessments

against said premises, and on demand to exhibit receipts therefor; (3) Within thirty 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 in companies acceptable to the holder of the first mortgage

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 secondly to the Trustee herein as their interests may appear, which

and the interest thereon, at the time or times when the same shall become due and payable; (6) To pay all prior incumbrances,

in the event of failure so to insure, or pay taxes or assessments on the prior incumbrances or the interest thereon when due, the

grantor or the holder of said indebtedness, may procure such insurance, or pay 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, including principal and all

accrued interest, shall, at the option of the legal holder of the note, 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 thereon, 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 fore-

closure hereof, including reasonable attorney's fees, costs of procuring evidence, stenographer's charges, cost of procuring or com-

pleting abstracts showing the whole title of said premises embracing foreclosure decrees 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 on said premises,

shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether de-

crete or sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and

assigns of the Grantor waives all rights in the possession of, and income from, said premises pending such foreclosure proceedings, and with-

out notice to the Grantor, or to the 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: LAURENCE J. BRYAR COOK

In the event of the death or removal from said County of the grantee, or of his resignation,

refusal or failure to act, or for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder

of said County is hereby appointed to be the 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 TWENTY-NINTH day of March 1989

(SEAL) LAURENCE J. BRYAR

(SEAL)

This instrument was prepared by A.G. Catullo, 17450 S. Halsted St., Homewood, IL 60430 (NAME AND ADDRESS)

92888283C

UNOFFICIAL COPY

BOX No. _____
SECOND MORTGAGE
Trust Deed

GEORGE E. COLE
LEGAL FORMS

TO _____

3838826

1989 NOV -8 PM 1:18
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

IN DUPLICATE
1803113
122601

Submitted by _____
Address: 3838826

Promised _____

Deliver certificate _____

Address _____

3838826
Deliver duplicate Trust

Deed to _____

Address _____

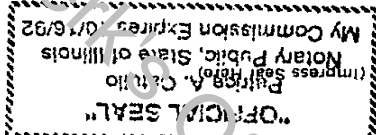
Notified _____

S.H.T.

GREATER ILLINOIS
TITLE COMPANY

BOX 116
2772598

Commission Expires _____



Notary Public

Patricia A. Catullo

GIVEN under my hand and notarial seal this _____ day of _____, 1989.

walver of the right of homestead.

instrument as _____ his _____ free and voluntary act, for the uses and purposes therein set forth, including the release and
appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said
personally known to me to be the same person _____ whose name _____ is _____ subscribed to the foregoing instrument.

I, PATRICE A. CATULLO, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that LAURENCE J. BRYAR

STATE OF ILLINOIS }
COUNTY OF WILL }
SS. }