

DOCUMENT NO.

1389787

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Kourush Diba
Mary M. Diba

DATE OF SEARCH:

RESULT OF SEARCH:

None
None

4-12-90

B. H.

779131

03-872711

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

CHICAGO TITLE INS.
G# (67)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/17/2011

UNOFFICIAL COPY

EXHIBIT "A"

Beginning at the Northwest Corner of the Northwest Quarter ($\frac{1}{4}$) of Section 26, Township 42 North, Range 9, East of the Third Principal Meridian; thence Easterly along the North Line of said Section 26, a distance of 466.68 feet; thence Southerly parallel with the West line of said Section 26, a distance of 466.69 feet; thence Westerly parallel with the North Line of said Section 26, a distance of 466.68 feet to a point on the West Line of said Section 26 that is 466.69 feet Southerly of (measured along said West Line) the Place of Beginning; thence Northerly along said West Line, a distance of 466.69 feet to the place of beginning.

CLERK'S OFFICE OF COOK COUNTY

0872711

Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

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

Kourush Diba and Mary M. Diba, his wife

(hereinafter called the Grantor), of

15 W. Penny Rd. South Barrington, Illinois

(No. and Street)

(City)

(State)

3872711

for and in consideration of the sum of

Twenty five thousand & 00/100 Dollars

in hand paid, CONVEYED AND WARRANTED to

First Colonial Bank Northwest

of 800 Wheeling Road, Wheeling, Illinois

(No. and Street)

(City)

(State)

Above Space For Recorder's Use Only

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:

(SEE ATTACHED LEGAL DESCRIPTION)

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): 01-26-100-004

Address(es) of premises: 15 W. Penny Rd. South Barrington, Illinois

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

WHEREAS, The Grantor is justly indebted to their principal promissory note bearing even date herewith, payable

-----in 59 monthly installments of \$537.34 beginning on May 4, 1990 and a final payment of principal and interest payable in full on April 4, 1995.

3872711

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 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 Trustee or Mortgagee, and so insured, 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 without demand, and the same with interest thereon from the date of payment at 10.5 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 13.5 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 the 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 a decree of sale shall have been entered or not, shall not be dismissed, nor fees hereof given, until all such expenses and disbursements, and the cost 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 reserves 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 named 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

Kourush Diba and Mary M. Diba, his wife

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

First Colonial Bank Northwest

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 4th day of April, 1990

Kourush Diba (SEAL)
Kourush Diba

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

Mary M. Diba (SEAL)
Mary M. Diba

This instrument was prepared by First Colonial Bank Northwest-800 Wheeling Road, Wheeling, Illinois
(NAME AND ADDRESS)

11222890

A# 980605

THIS MORTGAGE IS A SECOND MORTGAGE

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kourush Diba and Mary M. Diba, his wife

personally known to me to be the same person, and whose name and are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 4th day of April, 1990

(Impress Seal Here)

Notary Public

Commission Expires March 30, 1992

3872711

3872711

1990 APR 12 AM 11:53
CAROL L. ...
REGISTRAR OF TITLES

3872711

Plaintiff

Defendant

Address

3872711

Deed to

Address

Notified

CHICAGO TITLE INS.
G#

AT# 980605

BOX NO.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS