

UNOFFICIAL COPY

03 07 4 5 0 7

RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

1453837

DATE OF SEARCH:

12-29-72

780317

4-20-71
H 71

03-8-4600

CHICAGO TITLE INS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

NOTE IDENTIFIED

UNOFFICIAL COPY

FORM NO. 2222
April, 1989

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

3871607

12-53-87 New law

THIS INSTRUMENT WITNESSETH That Ray Lumovic,
 Divorced and not since remarried,
 (hereinafter called the Grantor), of
3144 S. Ridgeland Ave Barwyn IL
 (City and Street) (City) (State)
 for and by consideration of the sum of Sixty Thousand and
no/100 Dollars
 in hand paid: CONVEY AND WARRANT to
Bank of Lyons
 of 8601 W. Ogden Ave Lyons IL
 (City 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

Lot 57 (except the North 15 Feet thereof) and Lot 58 (except the South
 5 feet) in Cyle's Re subdivision (except Lot 2) and Depot Lot) in Fleming
 and Sill's Re subdivision of Block 1 in Fleming and Sill's Subdivision of
 Blocks 1 and 16 in Lavergne of the East 1/2 of the Northeast 1/4 of the North-
 East Quarter of Section 31, Township 39 North, Range 13, East of the
 Third Principal Meridian, in Cook County, Illinois

Tax I.D. (15-3)-211-076-0000

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 upon principal promissory note bearing even date herewith, payable

The Sum of Sixty Thousand and no/100 Dollars (\$60,000.00) with
 interest thereon at the Rate of Eleven +90/100 (11.90%)
 until Maturity, payable 5-1-95 and with interest after maturity
 until paid at the rate of Fifteen 90/100 (15.90%)

This Note is Identified as #514092300-2385

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 on said premises, and on
 demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to, or removal or restoration of improvements on said
 premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at
 any time on said premises insured in compliance 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 mortgagee 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 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 costs so paid, the Grantor agrees to repay immediately
 without demand, and the same with interest thereon from the date of payment at 15.9 per cent per annum shall be as 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 accrued 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 15.9 per cent per annum, shall be recoverable by foreclosure or sale, 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, notary public's charges, cost of procuring or completing abstract showing the
 whole title of said premises embracing foreclosure decree — and to 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, when the 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 person 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 Ray Lumovic
 IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then
Bank of Lyons 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 13th day of April, 1990.

Ray Lumovic (SEAL)
 Ray Lumovic

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

This instrument was prepared by Nancy Patchett; 8601 W. Ogden Ave. Lyons, IL, 60534
 (NAME AND ADDRESS)

3871607

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Glenda Lipsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ray Lumovic DIVORCED & NOT REMARRIED

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 notarial seal this 13th day of April, 1990

(Impress Seal Here)

Glenda Lipsey
Notary Public

Commission Expires _____

OFFICIAL SEAL
GLENDA LIPSEY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 18, 1992

1990 APR 20 AM 11:56
CAROL HOSELEY BRANCH
REGISTRAR OF TITLES

3874607

Submitted by

Address

Property

Delivered to

Address

3874607

Date

At

Noticed

CHICAGO TITLE INS.

72-53-0761

BOX No.

SECOND MORTGAGE
Trust Deed

Ray Lumovic

TO

Bank of Lyons

Mail To: Bank of Lyons
8601 W. Ogden Ave
Lyons, IL. 60534

1437957
IN DUPLICATE

3874607
3874607