

# UNOFFICIAL COPY

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## AFFIDAVIT

I, the undersigned do hereby state and swear on oath as follows:

1. That that certain Trust Deed Second Mortgage dated January 2, 1990 made by Austin Bank of Chicago solely as Trustee under Trust Agreement dated June 15, 1973 and known as Trust Number 5377 (Grantor) to James V. Insolia (Trustee) was delivered to Hoogendoorn, Talbot, Davids, Godfrey & Milligan on or about January 2, 1990.

2. That the aforementioned Trust Deed was at all times subsequent to the delivery of same to the office of Hoogendoorn, Talbot, Davids, Godfrey & Milligan in the exclusive possession and control of Hoogendoorn, Talbot, Davids, Godfrey & Milligan and in that of no other.

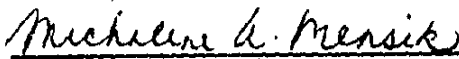
3. This Affidavit is made to induce the Registrar of Titles to waive any objection as to stale date of Registration.

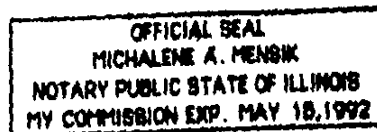
4. Now, therefore, affiant, his heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss and damage to him arising by reason of delay in registration of the aforementioned trust deed and the registering of same on the Torren's Certificate of Title # 1174536 and in relation to premises described therein, and all costs, charges, damages and expenses, and all claims and demands of every kind and nature, actions, cause of action, suits and controversies, whether groundless or otherwise arising therefrom.

HOOGENDOORN, TALBOT, DAVIDS,  
GODFREY & MILLIGAN

By: 

Subscribed and Sworn to  
before me this 8<sup>th</sup> day of  
October, 1990.

  
Notary Public



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That part of fractional Southwest 1/4 and the Southeast 1/4 of fractional Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, lying South of Irving Park Boulevard, described as follows: Commencing at a point of intersection of the West line of said Southwest 1/4 with the center line of Irving Park Boulevard, as constructed said point being 907.88 feet North of the Southwest corner of said Southwest 1/4; thence South along the West line of said West 1/4, 387.24 feet; thence South 78 degrees 42 minutes 05 seconds East 483.112 feet along a line parallel with the center line (as constructed and as per plat of dedication recorded as document number 11,203,458) of said Irving Park Boulevard and the North Westerly extension thereof; thence North 11 degrees 17 minutes 55 seconds East along a line perpendicular to the last described course 343.217 feet to a point on said center line of Irving Park Boulevard; thence Southeasterly along said center line 1020.0 feet to a point of beginning; thence Southwesterly along a line perpendicular to the last described course 343.22 feet; thence Southeasterly along a line parallel with the center line of Irving Park Boulevard 130.0 feet; thence Northeasterly perpendicular to the last described course 343.22 feet to a point on the center line of Irving Park Boulevard; thence Northwesterly along said center line of Irving Park Boulevard 130.0 feet to the point of beginning; all in Cook County, Illinois.

16e:legal

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## Rider Attached To Trust Deed And Made A Part Thereof.

This Trust Deed is executed by Austin Bank of Chicago not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Austin Bank of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Austin Bank of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereinafter, or to perform any covenant either express or implied herein contained, all such liability if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Austin Bank of Chicago personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

16e:rider

County Clerk's Office

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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 Austin Bank of Chicago  
solely as Trustee u/t/a dtd. 6-15-73 and known as  
TRUST NO. 5377  
(hereinafter called the Grantor), of 6400 W. North Ave.  
Chicago, Illinois  
(No. and Street) (City) (State)

3919069

for and in consideration of the sum of One Hundred Thirty Thousand  
and 00/100 Dollars  
in hand paid, CONVEY AND WARRANT to James V.  
Insofia  
of 514 S. Wapella Mt. Prospect, IL 60056  
(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 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS TRUST DEED

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: 07-30-301-021

Address(es) of premises: 1311 Irving Park Road Hanover Park, IL

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

WHEREAS, The Grantor is justly indebted upon the principal promissory note bearing even date herewith, payable as provided in such note, but in no event later than January 2, 2020.

THIS DOCUMENT IS EXECUTED SOLELY BASED ON INFORMATION FURNISHED BY THE BENEFICIARY OR BENEFICIARIES OF THE AFORESAID TRUST. THE UNDERSIGNED HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS HEREIN CONTAINED.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 repair 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 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 eight 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 eight 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 documentary charges, 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 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 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 the said premises.

The name of a record owner is: Austin Bank of Chicago as Trustee under trust no. 5377

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 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 Existing Mortgage Indebtedness of Record; Existing Leases and

Tenancies  
Witness the hand and seal of the Grantor this 2nd day of January, 1990

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Austin Bank of Chicago, solely as (SEAL)  
Trustee u/t/a dtd. 6-15-73 a/k/a Trust

No. 5377  
BY: [Signature] (SEAL)  
VICE PRESIDENT & TRUST OFFICER

Please print or type names below signatories)

Attest: [Signature]  
Francis J. Milligan, Jr. 122 S. Michigan Suite 1220 Chicago, IL  
This instrument was prepared by (NAME AND ADDRESS)

10-15-90 Dear affents ppty on CA 1745 360 other ppty M

THIS MORTGAGE IS A SECOND MORTGAGE

3919069

# UNOFFICIAL COPY

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person... whose name... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Impress Seal Here)

Notary Public

Commission Expires

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 Barold C. Schoppe, Vice President of Austin Bank of Chicago, and Vernon J. Murphy, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that said Vice President, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Vice President's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notary seal this 2nd day of January, 1990.

July 2, 1992  
Commission Expires

Barbara A. Jankowski  
Notary Public



CHICAGO REGISTER OF TITLES  
1990 OCT 15 PM 2:58

LINDA TOUCHY  
122 S. MICHIGAN  
CHICAGO, IL 60603

GEORGE E. COLE  
LEGAL FORMS

SECOND MORTGAGE  
Trust Deed

3919059

TO

3919059

1174536  
BOX NO. 255  
N17