

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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3967735

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NOTE TO ACCOMMODATION
NOTE TO RECORD
NOTE IDENTIFIED

THIS INDENTURE WITNESSETH, That ASHOK PATEL AND GEETA PATEL, married to each other, Jointly (hereinafter called the Grantor), of 2345-47 W. Devon, Chicago, Illinois (City) (State)

for and in consideration of the sum of Twenty Thousand and no/100 Dollars (20,000.00)

in hand paid, CONVEY AND WARRANT to First of America Bank-Golf Mill, an Illinois Banking Corporation of 9101 Greenwood Avenue, Niles, Illinois 60648 (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 EXHIBIT "A" HEREBY MADE A PART OF FOR LEGAL DESCRIPTION

Hereby releas
Permanent f
Address(es)
IN TRUST
WHEREAS
*One Coi

LOT FOUR (4) AND LOT FIVE (5) IN "DEVON RIDGE", BEING A RESUBDIVISION OF THE VACATED BLOCK FIVE (5), IN WM. L. WALLEN'S RESUBDIVISION OF THE VACATED WM. L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

To the rate and
PROPERTY ADDRESS: 2345-47 W. DEVON AVENUE
F.I.N. #. 14-06-100-002

3967735

, Illinois,
st at the
of the

beginning on the 13th day of May, 1991 and continuing on the same day of every month thereafter until fully paid, said payments to include both principal and interest at the above rate with a final payment to include all remaining principal and interest due at maturity.

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 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, which policies shall be left and remain with the mortgage 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 if any money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 18.0 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 18.0 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 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 shall the same hereof given, until all such expenses and disbursements, and the costs thereof, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor gives 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 the said premises.

The name of a record owner is: Ashok Patel and Geeta Patel, married to each other, Jointly

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 OF AMERICA BANK - GOLF MILL 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, 1991

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

Ashok Patel (SEAL)

Geeta Patel (SEAL)

This instrument was prepared by T. McCarthy, First of America Bank - Golf Mill, 9101 Greenwood Ave., Niles, IL 60648 (NAME AND ADDRESS)

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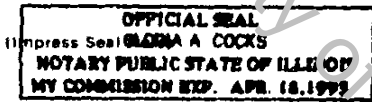
STATE OF Illinois
COUNTY OF Cook

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ashok and Geeta Patel, married to each other

personally known to me to be the same persons whose names 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 13th day of April, 1991



Gloria A. Coeks
Notary Public

Commission Expires

BOX No. 343

SECOND MORTGAGE
Trust Deed

03967735

ASHOK and Geeta Patel
GOLF NIEL
FIRST OF AMERICA BANK
MAY 12
LESLIE BRAUN
OF TITLES

03967735

Box 343

CENTENNIAL TITLE INCORPORATED
954 Harlem Avenue
Chicago, Ill. 60625

Gloria A. Coeks
GEORGE E. COLE
LEGAL FORMS

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LEGAL FORMS
GEORGE E. COLE

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
February, 1985

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the maker of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, that ASHOK PATEL AND GEETA PATEL,

Chicago

for and in con

in hand paid,

Bank-Go] of 910]

as Trustee, a

plumbing ap

rents, issues

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

Permanent Real Estate Ind x Number(s): 14-06-100-002

Address(es) of premises: 2245-47 W. Devon, Chicago, IL

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

WHEREAS, the Grantor is justly indebted upon * [unclear] hearing even date herewith, payable

*One Commercial Installment Note

To the order of First of America Bank - Golf Mill at its office in Niles, Illinois, the principal sum of Twenty Thousand and no/00 (\$20,000.00) plus interest at the rate of 10.75% per annum from April 13, 1991 until maturity. Repayment of the indebtedness shall be in 23 equal, consecutive installments of \$929.84 each, beginning on the 13th day of May, 1991 and continuing on the same day of every month thereafter until fully paid, said payments to include both principal and interest at the above rate with a final payment to include all remaining principal and interest due at maturity.

NOTE IDENTIFIED

NOTE FILED IN ACCOMMODATION, B

ORIGINAL TITLE REGISTERED

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, 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 any time on said premises insured in companies who are hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached hereto; (3) to keep all buildings now or at any time on said premises insured in companies who are hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached hereto; (4) that waste to said premises, all not be committed hereon or at premises that may have been destroyed or damaged; (5) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or of charge 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. (7) The same with interest shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, 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 18.0 percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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, court costs, 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 grantor 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 the premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeds, when 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, gives 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 collect the rents, issues and profits of the said premises.

The name of a record owner is: Ashok Patel and Geeta Patel, married to each other, jointly, Cook County, Illinois, jointly.

IN THE EVENT of the death or removal from said FIRST OF AMERICA BANK GOLF MILL 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 grantor 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 13th day of April, 1991.

Ashok Patel (SEAL)
Geeta Patel (SEAL) (G. A. Patel)

This instrument was prepared by T. McCarthy, First of America Bank - Golf Mill, 9101 Greenwood Ave., Niles, IL 60648

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CENTENIAL TITLE INCORPORATED
954 Harlem Avenue
Schaumburg, Illinois 60025

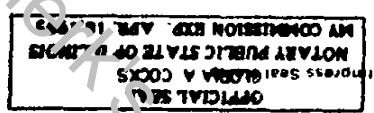
Box 343

FOA *George E. Cole*
GEORGE E. COLE
LEGAL FORMS

1991 MAY 12
AM 11:12
FBI
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

Property of Cook County Clerk's Office

Commission Expires



George E. Cole
Notary Public

Given under my hand and official seal this 13th day of April, 1991

waiver of the right of homestead.

instrument as their 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 they signed, sealed and delivered the said personally known to me to be the same person, whose name is subscribed to the foregoing instrument.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ashok and Geeta Patel, married to each other

STATE OF ILLINOIS
COUNTY OF Cook
ss.