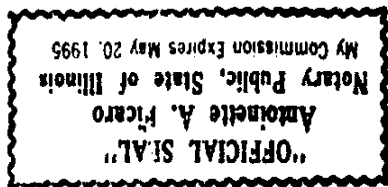


UNOFFICIAL COPY



Subscribed and Sworn to before me this 30 day of November, 1991.
[Signature]
Notary Public

[Signature]
Susan C. Pierce
Wife

[Signature]
Richard Pierce
Husband

6. Now, therefore, affiant, his/her heirs and/or successors, at all times shall indemnify and save harmless, the Registrar of Titles, Cook County, Illinois, against all loss or damage to him arising by reason of delay in registration of this deed and the Registering of same on the Torrens' Certificate of Title #1526896 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, causes of action, suits and controversies, whether groundsless or otherwise arising therefrom.

5. That I make this Affidavit to induce The Registrar of Titles to waive any objections as to state date of delivery.

4. That at all times except during the period during which the aforementioned deed was in the possession of the Recorder of Deeds of Cook County, Illinois, said deed was in my exclusive possession and control and in that of no other; that no change in my marital status has occurred since delivery to me.

3. That I was unaware that the title to the property was registered in Torrens and I was unaware that the aforementioned deed should have been filed at the office of the Registrar of Titles in Cook County, Illinois (Torrens Office).

2. That upon receiving said deed I inadvertently filed the deed at the office of the Recorder of Deeds of Cook County, Illinois rather than at the Office of the Registrar of Titles of Cook County, Illinois.

Permanent Index Number: 18-07-112-019 and 18-07-112-020

See attached Exhibit A

1. That I am the grantee in a Trust Deed dated October 31, 1988 from Alice E. Coder conveying title to a certain parcel of real estate commonly known as 312 Springlake, Hinsdale, Illinois and legally described as

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

(GRANTEE ONLY)
AFFIDAVIT OF LATE DELIVERY

[Signature]

Property of Cook County, Illinois

In Block Two (2), in Heatherwood Resubdivision of the North comprising Block 7 in Highlands, a subdivision of the Northwest Quarter (1/4) and the West 800 feet of the North 144 feet of the Southwest Quarter (1/4) of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, according to Plat recorded November 16, 1891, as Document Number 1569674, in Cook County, Illinois, - Also Lot 2 (except the North 150 feet and except the East 79.72 feet thereof) and Lot 3 (except the North 150 feet thereof) and the East 59.44 feet of Lot 4 (except the North 150 feet thereof) and Lots 8, 9, 10, 11, 12, 13, 14 and 15 (except that part of Lots 12, 13, 14 and 15 lying East of a line drawn from a point in the South line of Lot 12, 126.67 feet West of the Southeast corner of Lot 12, to a point on the North line of Lot 15, 179.71 feet West of the Northeast corner of Lot 15), in Block 10, in Highlands Subdivision aforesaid, according to Plat of said Heatherwood Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 19, 1971, as Document Number 2594527.

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY 4014339
6722

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.

4014339 -88-500722

NOTE IDENTIFIED

THIS INDENTURE WITNESSETH, That Pieces
RICHARD AND SUSAN PIERCE
HIS WIFE
(hereinafter called the Grantor), of 312 SOUTH
SPRINGLAKE AVE HINSDALE, IL. 60521
(No and Street) (City) (State)
for and in consideration of the sum of \$150,000.00 (One hundred
fifty thousand dollars) Dollars
in hand paid, CONVEY AND WARRANT to ALICE B. CODER
of 201 LAKE HINSDALE DR., CLARENDON HILLS, IL.
(No and Street) (City) (State)

DEPT-01 312 25
T#1111 FROM 2009 11:37:00 11:37:00
#3800 # 15 * -88-500722
COOK COUNTY RECORDER

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:

LOT 8 IN BLOCK 2, IN HEATHERWOOD RESUBDIVISION COMPRISING BLOCK 7 IN HIGHLANDS, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 800 FEET OF THE NORTH 144 FEET OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 16, 1891 AS DOCUMENT 1569674, IN COOK COUNTY, ILLINOIS, ALSO OF LOT 2 (EXCEPT THE NORTH 150 FEET AND EXCEPT THE EAST 79.72 FEET THEREOF) AND LOT 3 (EXCEPT THE NORTH 150 FEET THEREOF) AND THE EAST 59.44 FEET OF LOT 4 (EXCEPT THE NORTH 150 FEET THEREOF) AND LOTS 8, 9, 10, 11, 12, 13, 14 AND 15 (EXCEPT THAT PART OF LOTS 12, 13, 14 AND 15 LYING EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF LOT 12, 126.67 FEET WEST OF THE SOUTHEAST CORNER OF LOT 12, TO A POINT ON THE NORTH LINE OF LOT 15, 179.71 FEET WEST OF THE NORTHEAST CORNER OF LOT 15) IN BLOCK 10, IN HIGHLANDS SUBDIVISION AFORESAID, ACCORDING TO PLAT OF SAID HEATHERWOOD RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 19, 1971 AS DOCUMENT 2594527, ALL IN COOK COUNTY, ILLINOIS.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, at the times and in the manner 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 real or personal 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 first, to the Trustee or Mortgagee, and second, to the Trustee herein as then 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 grantor 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 the money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of 12 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 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 hereon from time of such breach at 12 per cent 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, 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 the date of sale shall have been entered or not, shall not be dismissed, nor released 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 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: RICHARD AND SUSAN PIERCE

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 PROMISSORY NOTE

Witness the hand and seal of the Grantor this 31 day of October, 1988

Richard Pierce
RICHARD PIERCE
Susan C. Pierce
SUSAN C. PIERCE

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

This instrument was prepared by _____ (NAME AND ADDRESS)

MAIL TO: ALICE B. CODER, 201 LAKE HINSDALE DRIVE, CLARENDON HILLS, IL. 60514

TRUST on Long Hill. See ATTACHMENT



SEAL
-88-500722

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Annette Bianchi (a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard and Susan Bianchi

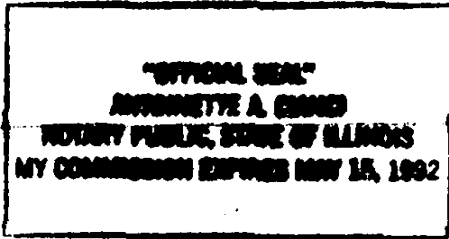
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 31 day of October, 1988

(Impress Seal Here)

Annette Bianchi
Notary Public

Commission Expires May 15, 1992



NOV 29 PM 2 18
CAROL MUGSELY BRAN
REGISTRAR OF TITLE

4014939

4014939

4014939

Address _____
Premises _____
Delivered to _____
Address 4014939
Dec'd _____
Address _____
Notified _____
G.I. DOCUMENTED

CHICAGO TITLE INS
G.I.

SS-500722

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

MAIL TO: ALICE B. COOPER, 211 W. HIGHLAND ST., CHICAGO, ILL. 60614

This instrument was prepared by

Below print or type name(s)
and seal



RICHARD P. PIHCO

Witness the hand and seal of the Grantor this 31 day of October 1988

IN THE EVENT of the death or removal of said County of the grantee, or of his resignation, refusal or failure to act, then and if for any like cause said first successor fail or refuse to act, the person who shall 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.

THE GRANTEE covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (2) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (3) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (4) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (5) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (6) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (7) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (8) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (9) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due. (10) To pay said indebtedness, and the interest thereon, in accordance with the terms of the mortgage promissory note, and to pay the same when due.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, including principal and all earned interest, then the grantee shall, at the option of the legal holder thereof, without notice, become immediately and irrevocably, and with interest thereon from time of such breach, a debtor to the legal holder thereof, for the full amount of the principal and interest then due, together with interest thereon at the rate of ten percent per annum, until the same is paid in full. The grantee shall also be liable for the reasonable attorneys' fees and costs incurred by the legal holder thereof in connection with the foreclosure hereof. The grantee shall also be liable for the reasonable attorneys' fees and costs incurred by the legal holder thereof in connection with the foreclosure hereof. The grantee shall also be liable for the reasonable attorneys' fees and costs incurred by the legal holder thereof in connection with the foreclosure hereof. The grantee shall also be liable for the reasonable attorneys' fees and costs incurred by the legal holder thereof in connection with the foreclosure hereof.

WHEREAS, the Grantor is justly indebted to the said principal promissory note, bearing even date herewith, payable as per terms of note, specifically interest rate at 6 1/2 per annum, annual payments of interest only, due on the 1st day of October, 1989, and each year thereafter, Principal balance due on sale of any type.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, the Grantor is justly indebted to the said principal promissory note, bearing even date herewith, payable as per terms of note, specifically interest rate at 6 1/2 per annum, annual payments of interest only, due on the 1st day of October, 1989, and each year thereafter, Principal balance due on sale of any type.

Permanent Real Estate Index Number(s): 18-07-112-019 and 18-07-112-020 Address(es) of premises: 312 SPRINGLAKE AVENUE, LINCOLN, ILL. 60521

Highland City of the State of Illinois, of the N. 147 ft. of the S.W. 1/4 of Sec. 7-38-12, Lyons Township, S.W. 1/4 of Sec. 7-38-12, Lyons Township. Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Two pbrs lot 8 blk 2 Heatherwood Subd. of parts of blk 7 and blk 10 in Highland City of the State of Illinois, of the N. 147 ft. of the S.W. 1/4 of Sec. 7-38-12, Lyons Township, S.W. 1/4 of Sec. 7-38-12, Lyons Township.

LEGAL FORMS
GEORGE E. COLE
TRUST DEED
SECOND MORTGAGE (ILLINOIS)
FORM NO. 2202
February, 1985

401-9339
8 8 0 3 8 7 2 2
11 28 88
322 25

802530705
802530705
802530705

UNOFFICIAL COPY

BOX No

SECOND MORTGAGE
Trust Deed

55-500102

4014939

4014939

TO

4014939

RECORDED
CARRIE ANGELLY GRAY
1992 NOV 29 PM 2 18

NOTARY PUBLIC, STATE OF ILLINOIS
ANNETTE A. GRAY
1000 S. MICHIGAN
CHICAGO, ILL. 60605

Commission Expires May 1992

(Impress Seal Here)

Annette A. Gray
Notary Public

Given under my hand and official seal this 31 day of October, 1988

waver of the right of homestead. instrument is a free and voluntary act for the uses and purposes therein set forth, including the release and

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 they signed, sealed and delivered the said

State aforesaid, DO HEREBY CERTIFY that *Annette A. Gray*

1. *Annette A. Gray* A Notary Public in and for said County, in the

STATE OF *Illinois* COUNTY OF *Cook* SS.

GEORGE E. COLE'S
LEGAL FORMS

CHICAGO TITLE INS.
G#

720-31-897

Address 4014939
Deed to
Address
Noted
CHICAGO TITLE INS.