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2001-03-13 09:30:15
Cook County Recorder 23.00

BOX 260

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

THIS INDENTURE WITNESSETH,

That BRYAN R. HERNE
LAURA F. HERNE, his wife
(hereinafter called the Grantor), of
2423 Orchard Beach Road,
McHenry, Illinois 60050
for and in consideration of the
sum of Nine Thousand
Eight Hundred Dollars
(\$9,800.00) in hand paid, CONVEY
AND WARRANT to

THOMAS J. SCHNITE and BEVERLY JO SCHNITE
of 1804 PADDOCK COURT, GRAYSLAKE, IL 60030

as Trustee, and to its 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: THE SOUTH 23.0 FEET OF THE NORTH 94.25 FEET OF THE WEST 60.0 FEET OF THAT PART OF LOT 2 LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 916.72 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2 TO A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT BEING 913.71 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2 IN VILLAGE GREEN APARTMENT SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOTS 17 AND 19 OF THE OWNERS SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, Illinois.



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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 a principal promissory note bearing even date herewith, payable at 6% simple interest annually. Principal and interest due five (5) years from the date hereof.

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 damages; (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 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 encumbrances, 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 encumbrances 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 encumbrances 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

ATGF, INC.

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from the date of payment at four (4%) 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 9% 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 taxes 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 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: Bryan R. Herne and Laura F. Herne, 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 Craig C. Westfall of DuPage 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 the 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 a first mortgage dated February 23, 2001, in favor of Washington Mutual in the amount of \$78,400.00.

Witness the hand and seal of the Grantor this 23 day of February, 2001.

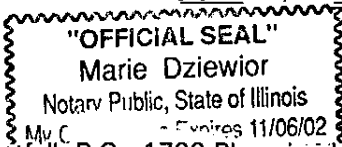
Bryan R. Herne
BRYAN R. HERNE

Laura F. Herne
LAURA F. HERNE

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bryan R. Herne and Laura F. Herne, his wife, 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 23 day of February, 2001.

IMPRESS SEAL HERE



Marie Dziewior
Notary Public

PREPARED BY: Nigro & Westfall, P.C., 1793 Bloomingdale Rd., Glendale Heights, IL 60139
MAIL TO: Nigro & Westfall, P.C., 1793 Bloomingdale Rd., Glendale Heights, IL 60139