

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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04041447

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THIS INDENTURE WITNESSETH That J. Brian Pierce and Kimberly K. Pierce, his wife
 (hereinafter called the Grantor), of
730 Greenwood, Wilmette, Illinois
 (No. and Street) (City) (State)
 for and in consideration of the sum of Seventy Five Thousand and 00/100 (\$75,000) Dollars
 in hand paid, CONVEY AND WARRANT to
Lester B. Knight International Corporation
 of 549 West Randolph, Chicago, Illinois
 (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:

DEPT-01 RECORDING \$23.00
 T#7777 TRAN 12/13/94 14:48:00
 #9011 DW *-04-04-1447
 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

LOT 6 IN BLOCK 6 IN MILTON H. WILSON'S ADDITION TO WILMETTE A SUBDIVISION IN FRACTIONAL SECTIONS 27 AND 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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(s): 05-27-407-005
 Address(es) of premises: 730 Greenwood, Wilmette, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
 WHEREAS, The Grantor is justly indebted (per) an instalment note bearing even date herewith, payable to Lester B. Knight International Corporation in the amount of Seventy Five Thousand & 00/100 (\$75,000).

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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, or 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 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 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 the rate of 9% 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% 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 compiling 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 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 a 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 J. Brian Pierce and Kimberly K. Pierce, his wife

This trust deed is subject to first mortgage to the Northern Trust

Witness the hand and seal of the Grantor this 1st day of December 1994.

J. Brian Pierce (SEAL)
 J. BRIAN PIERCE
Kimberly K. Pierce (SEAL)
 KIMBERLY K. PIERCE

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

This instrument was prepared by Tami J. Reding-Brubaker, 222 North LaSalle Street, Suite 2400, Chicago, Illinois 60601
 (NAME AND ADDRESS)

06
 Box 209
 2300

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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 _____

Property of Cook County Clerk's Office

01031447

BOX No

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS