

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

26 757 062

AUG 31 69-23-729Z

I, the undersigned, do hereby certify that the within and foregoing instrument was duly recorded in the office of the Recorder of Deeds in Cook County, Illinois, on April 1, 1970 as Document #21129673.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the County of Cook and State of Illinois, this 1st day of August, 1983.

Witness the hand and seal of the Grantor this 26th day of August, 1983.

THIS INDENTURE WITNESSETH, That ROBERT A. HARRISON,
divorced & not since remarried,
(hereinafter called the Grantor), of
803 Sienna Drive Schaumburg, IL 60193
(No. and Street) (City) (State)
for and in consideration of the sum of TEN AND 00/100 (\$10.00)
Dollars

in hand paid, CONVEY AND WARRANT to
FIRST BANK OF SCHAUMBURG
of 320 W. Higgins Road Schaumburg, IL 60196
(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:

Lot 18199 in Weatherfield Unit 18 being a subdivision in the Southwest Quarter of Section 27, and the Southeast Quarter of Section 28, Township 41 North Range 10 East of the Third Principal Meridian, in Cook County, Ill., according to the Plat thereof recorded in the office of the recorder of Deeds in Cook County, Illinois, on April 1, 1970 as Document #21129673.

Commonly known as: 803 Sienna Drive, Schaumburg, Illinois
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 principal promissory note bearing even date herewith, payable in the principal sum of: THIRTY FIVE THOUS. ND AND 00/100 (\$35,000.00) DOLLARS.

Payable as follows: ON DEMAND Interest on the principal balance remaining from time to time unpaid shall be payable at the rate of FIRST BANK OF SCHAUMBURG Prime Plus Two (P+2.0) Percent per Annum.

THIS MORTGAGE IS NOT ASSUMABLE AND MUST BE PAID IN FULL IN THE EVENT OF ANY TRANSFER, CONVEYANCE OR OTHER DISPOSITION OF THE PROPERTY SECURED SAID

10.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 of Mortgage, 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 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 same rate as above, plus one percent per annum, shall be such 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 accrued 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 the same rate as above, plus one 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 document preparation, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure deed, 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 proceedings and the order 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 said premises.

The name of a record owner is Robert A. Harrison
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 Recorder of Deeds 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.

Witness the hand and seal of the Grantor this 26th day of August, 1983.

Robert A. Harrison (SEAL)

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

This instrument was prepared by Stacey Harris 320 W. Higgins Road Schaumburg, IL 60196
(NAME AND ADDRESS)

26 757 062

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney R. Olson
RECORDER OF DEEDS

STATE OF Illinois 1983 AUG 31 AM 10: 20
COUNTY OF Cook LAKE ss.

26757062

I, Randy Mickley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Harrison, divorced & not since re-married 803 Sienna Drive Schaumburg, Illinois

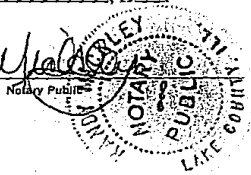
personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the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

Given under my hand and official seal this 26 day of August, 1983

(Impress Seal Here)

Randy Mickley
Notary Public

Commission Expires 12/30/84



BOX 533

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

26 757 062

END OF RECORDED DOCUMENT