

GEORGE E. COLE  
LEGAL FORMS

FORM NO 2202  
April 1980

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

8 5 8 4 85013232

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

THIS INSTRUMENT WAS MADE BY Scott W. Wood and Sandra L. Wood, his wife  
hereinafter called the Grantor, of 1004 Stratford Circle, Streamwood, Il.

for and in consideration of the sum of Twelve thousand, four hundred Thirty & 20/100's Dollars  
to hand paid CONVEY AND WARRANT to State National Bank  
1603 Orrington Ave., Evanston, Il.

as Trustee and his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing, and other appurtenances, and everything appertaining thereto, together with all rents, issues, and profits of said premises, situated in the County of Cook and State of Illinois, to-wit: Lot 413 in Woodland Heights Unit No. 1, being a Subdivision in the South half of Section 23 and the North half of Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat recorded January 17, 1958 as Document #17112595 in Cook County, Illinois.

Permanent Real Estate Number: 06-26-205-020

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 the performance of the covenants and agreements herein. WHEREAS, the Grantor is justly indebted upon the principal promissory note bearing even date herewith, payable to State National Bank in the amount of \$12,430.20 to be repaid in 60 monthly installments of \$207.17 each beginning on the 5th day of June, 1985 and every month thereafter until the final installment is paid on 5th day of May, 1990.

The sale or transfer of the premises or an assignment of beneficial interest in the premises, without the written consent of the Trustee or the holders of the note, shall constitute a default by the mortgagor hereunder.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, together with 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 den and to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild; (4) to insure all buildings or improvements on said premises that may have been destroyed or damaged, so 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 grantor, hereon, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss claim covered payable to the 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 to insure, or pay taxes or assessments, or the prior parabilities 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 tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all moneys 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 13.50 APR 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 the date of such breach at 13.50 APR per cent per annum, shall be recoverable by the holder thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

THIS AGREEMENT is made in and to be performed in Cook County, Illinois, and the grantor hereby authorizes the attorney-in-fact, stenographer's charges, cost of preparing or completing abstracts, and the whole title of said premises embracing foreclosure, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by a suit or proceeding wherein the grantor or any holder of the part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. 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 a 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 Scott W. Wood and Sandra L. Wood, his wife  
Recorder of Deeds Cook County of the grantee, or of his resignation, refusal or failure to act, then

and if for any like cause the 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.

The trust deed is subject to First Mortgage: Continental Illinois National Bank & Trust

Witness the hand and seal of the Grantor this 16th day of May 1985  
X Scott W. Wood (SEAL)  
Scott W. Wood

Please print or type names below signature(s)  
Sandra L. Wood (SEAL)  
Sandra L. Wood

This instrument was prepared by Marilyn Shea, State National Bank, 1603 Orrington Ave., Evanston, Il. 60264

85013232

UNOFFICIAL COPY

BOX NO.

SECOND MORTGAGE  
Trust Deed

TO



GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

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CG0010-54

Commission Expires My Commission Expires Nov. 15, 1985

*Lucy M. Nesbitt*  
Notary Public

Given under my hand and official seal this 16th day of May, 1985

waiver of the right of homestead.  
instrument as theirs, 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 names, are, subscribed to the foregoing instrument.

I, Lucy M. Nesbitt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott W. Wood and Sandra L. Wood, his wife

STATE OF Illinois }  
COUNTY OF Cook }  
SS.