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49-43845

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor, Renol, Voltaire and Carolee Voltaire, his wife, as Joint Tenants

of the City of Des Plaines, County of Cook, and State of Illinois, for and in consideration of the sum of Four Thousand Six Hundred Eleven and 50/100 Dollars in hand paid, CONVEY, AND WARRANT, to GERALD E. SIKORA Trustee

of the City of Chicago, County of Cook, and State of Illinois, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Des Plaines, County of Cook, and State of Illinois, to-wit: See Exhibit "A" for Legal Description

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 Renol, Voltaire and Carolee Voltaire, his wife, as Joint Tenants justly indebted upon one principal promissory note, bearing even date herewith, payable to First City Builders, Inc., Assigned to Lakeview Trust and Savings Bank

payable in 48 successive monthly installments each of \$96.07, due on the note commencing on the 01 day of JUL 4 1988 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR, covenants, and agrees, as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within any days after destruction or damage to rebuild or restore 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 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 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, covenants, to repay immediately without demand, and the same with note thereon from the date of payment at seven per cent, per annum, shall be as 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 interest earned or at hand, 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 seven 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 complainant in connection with the foreclosure hereon, including reasonable solicitor fees, outlays for summons and answers, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing all foreclosing decrees shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 a release therefrom given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from said premises pending such foreclosure proceedings, and agree not to open the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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.

In the Event of the death, removal or absence from said Cook, County of the grantee, or of his refusal or failure to act, then

Thomas F. Bussey 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 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 17 day of May, A. D. 1988

Renol Voltaire (SEAL)

Carolee Voltaire (SEAL)

(SEAL)

(SEAL)

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State of Illinois }
County of Cook } 5th.

I, Hope Wolff

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Panol. Voltaire and Carolle
Voltaire, his wife, as Joint Tenants

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 Notarial Seal, this
day of 11/19/85 A.D. 1985

Hope Wolff
Commission Expires 4/23/86
Notary Public

85059823

DEPT-01 RECORDING \$12.00
T#1111 TRAN 0154 06/13/85 14:12:00
#4931 #A *-85-059829

12⁰⁰

Mail To ✓
Box No. 146

SECOND MORTGAGE

Trust Deed

Panol and Carolle Voltaire
1370 Fargo Unit D
Des Plaines, IL 60018

TO
GERALD E. SIKORA, Trustee
Lakeview Trust and Savings Bank
3201 N. Ashland Ave.
Chicago, IL 60657

THIS INSTRUMENT WAS PREPARED BY:

Alex Tapper
First City Builders, Inc.
3849 N. Devon Ave.
Chicago, IL 60659
LAKEVIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, IL 60657
312/525-2480

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Exhibit A

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Parcel 1:

That part of Lot 9 described as Follows:

Beginning at a Point on the East Line of Said Lot, 233.24 Feet South of the North East Corner of Said Lot; Thence Southwesterly along a line forming an Angle of 51 Degrees 34 Minutes 50 Seconds from South to Southwest with the East Line of Said Lot, a distance of 138.19 feet; Thence Southeasterly along a line forming an Angle of 82 degrees 35 Minutes 55 Seconds from North East to South East with the East described line, a distance of 18.15 feet; Thence Northeasterly 121.58 feet to a Point on the East line of Said Lot, 256.21 feet South of the North East Corner of Said Lot; Thence North on the East Line of Said Lot, 22.97 feet to the Point of Beginning

Also

Parcel 2:

The East 8.0 feet of the West 254.81 feet (Both Measured at Right Angles to the West Line) of the South 20.0 feet of the North 270.0 feet (Both Measured at Right Angles to the North Line) of Lot 9 in Terreal Park Subdivision, being a Part of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian also Parcel 3: Easements for Ingress and Egress for the Benefit of Parcels and 2 as shown on the Plat of Terreal Park Subdivision Recorded as Document 017484786 and Plat of Correction Recorded as Document 017523303 and 017579957 and as set forth in Declaration of Easements Recorded as Document 017579958, all in Cook County, Illinois.

Commonly Known AS: 1370 Fargo Unit D, Des Plaines, IL 60018

Tax I.D. # 09-29-409-157

850598729
Cook County Clerk's Office