

UNOFFICIAL COPY

85140893

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That Percy Hayes and Beverly Hayes, his wife

(hereinafter called the Grantor), of 515 Forestway, Buffalo Grove, Il. 60090

for and in consideration of the sum of (\$17,628.60) Seventeen thousand six hundred twenty-eight and 60/100= Dollars

in hand paid, CONVEY S AND WARRANT S to Harris Bank, Glencoe-Northbrook N.E. of 333 Park Avenue, Glencoe, Il. 60022

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:

Allow Space For Recorder's Use Only

Lot 47th Strathmore in Buffalo Grove Unit No. 2 in Sections 5 and 6, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded February 8, 1968, as Document 20,800 in Cook County, Illinois.

03 - 05 - 308 - 032 - 0005
A SA BLK PCL UNIT

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 their principal promissory note 2 bearing even date herewith, payable

In 60 successive monthly installments of Two hundred ninety-three and 81/100 (\$293.81) dollars (including principal and interest) beginning Sept. 15, 1985 and thereafter on the same day of each subsequent month until paid in full together with interest after maturity on all unpaid amounts at a rate of Chase Manhattan Bank's prime rate plus 2 floating at the highest lawful rate then in the State of Illinois.

This second mortgage shall secure all or any part or extension of the whole or any part of the indebtedness hereby secured however evidenced, and hereafter incurred, and may be agreed upon and may be renewed or extended from time to time. The terms or rate of interest shall not in any way, manner, or by any act or deed of any lender, agent, or releasee of the lender, be a personal liability for the indebtedness hereby secured.

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 restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that no part of 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 a clause attached payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be let 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 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 10 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 10 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 document preparation, 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 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 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 Percy Hayes and Beverly L. Hayes, his wife 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.

This trust deed is subject to

Witness the hand S and seal S of the Grantor this 29th day of July 19 85

X Percy Hayes (SEAL)
PERCY HAYES

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

X Beverly Hayes (SEAL)
BEVERLY HAYES

This instrument was prepared by Melinda Coleman, 333 Park Avenue, Glencoe, Il. 60022
(NAME AND ADDRESS)

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Percy Hayes and Beverly Hayes, 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 one 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 29th day of July, 1985

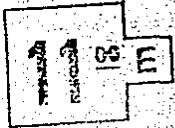
(Impress Seal Here)

Linda J. Richard
My Commission expires Feb. 6, 1988

Linda J. Richard
Notary Public

Commission Expires _____

9 AUG 23 1985



85-140893

11.00 REC - A 85140893 57106 85-9-85

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____

TO _____

TO _____

TO _____

TO _____

TO _____



GEORGE E. COLE
LEGAL FORMS