

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2292  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

THIS INSTRUMENT WITNESSETH, That William H. Taylor II  
and Pamela B. Taylor, as joint tenants  
(hereinafter called the Grantor), of \_\_\_\_\_

85142812

(No. and Street) (City) (State)  
for and in consideration of the sum of Ten Thousand Dollars  
(\$10,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Associated  
Health Management, Inc.  
of 11 Salt Creek Lane Hinsdale Illinois  
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

as Trustee, and its 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:

Parcel 1, Lot 140, in Westchester Place, Phase 2, being a subdivision of part of the south half of Section 29, Township 39 North, Range 12, east of the third principal meridian, in Cook County, Illinois.

Parcel 2, easement for the benefit of Parcel 1 as set forth in the Westchester Place declaration of covenants, conditions, and restrictions recorded June 7, 1984, as document number 27119993, and as amended by document number 27189996 for ingress and egress over lots 184 to 186 both inclusive in Westchester Place, Phase 2, in Cook County, Illinois. Nevertheless, for the purpose of securing performance of the covenants and agreements herein, WHEREAS, The Grantor is justly indebted upon DR principal promissory note bearing even date herewith, payable

in monthly interest installments of Seventy-nine Dollars and Sixteen Cents (\$79.16), representing nine and one-half percent (9.5%) per annum, and continuing thereafter until the sale of certain real property located in Avon Park, Florida of which Borrowers are lawfully seised or the discontinuation of this loan by the current employer of William H. Taylor II, whichever shall first occur, at which time the principal, together with any previously unpaid interest including late installment interest penalties, if any, is due and payable to the Trustee herein without notice.

THIS IS A SECOND MORTGAGE SUBORDINATE TO THE MORTGAGE BY AND BETWEEN WILLIAM H. TAYLOR, II AND PAMELA B. TAYLOR AND MID AMERICA FEDERAL SAVINGS & LOAN, CLEARING HILLS, IL., DATED MAY 30, 1985.

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 rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that while on 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 kept 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 the rate of seven 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 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 plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documents, 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 proceedings after 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 care of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is \_\_\_\_\_  
IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then \_\_\_\_\_ 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 the senior security interests Mid-America Federal Savings and Loan Association has in the premises.

Witness the hand and seal of the Grantor this 12th day of July, 1985

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

William H. Taylor II (SEAL)  
Pamela B. Taylor (SEAL)  
William H. Taylor II  
Pamela B. Taylor

This instrument was prepared by Edward F. Robinson, Esq., 15 Salt Creek Lane, Hinsdale, Illinois  
(NAME AND ADDRESS)

Property

85142812

STATE OF Illinois )  
COUNTY OF DeWitt ) ss.

I, David A. Verona, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William H. Taylor II and Pamela B. Taylor, 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 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 official seal this 12<sup>th</sup> day of July, 1985

(Impress Seal Here)

David A. Verona  
Notary Public

Commission Expires January 11, 1987

AUG-12 37372 • 85142812 11.00



BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed

William H. Taylor II and Pamela B. Taylor, as Joint Tenants

TO

Associated Health Management, Inc.  
as Trustee



Return to:

Edward E. Robinson  
Attorney at Law  
15 Salt Creek Lane  
Hinsdale, IL 60521-2902

85142812

GEORGE E. COLE  
LEGAL FORMS