

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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

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85268329

THIS INDENTURE WITNESSETH, That Thomas B. Mannard and Kathleen P. Mannard, his wife

(hereinafter called the Grantor), of 1702 S. Chesterfield, Arlington Heights, IL 60005

for and in consideration of the sum of PRINCIPAL-\$7,500.00 and INTEREST-\$2,630.40

in hand paid, CONVEY AND WARRANT to MOUNT PROSPECT STATE BANK

of 111 E. Busse Avenue, Mt. Prospect, IL 60056

11.00

Above Space For Recorder's Use Only

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 102 in Surrey Ridge Unit 2, being a Resubdivision in the South East quarter of Section 9, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 1702 S. Chesterfield, Arlington Heights, IL 60005

INDEX NO.: 08-09-410-010

It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5c) for each dollar (\$1) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent 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 up in One Installment Note bearing even date herewith, payable

payable to the MOUNT PROSPECT STATE BANK in the principal sum, including interest, of Ten Thousand One Hundred Thirty & 40/100 (\$10,130.40) Dollars, the said principal and interest to be paid in monthly installments of One Hundred Sixty-Eight & 84/100 (\$168.84) Dollars on the 15th day of December A. D., 1985, and One Hundred Sixty-Eight & 84/100 (\$168.84) Dollars on the 15th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 15th day of November A. D., 1990, with interest after maturity until paid at the rate of 11.25 per centum per annum.

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, or build or rebuild, or improve 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 or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 so 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, in Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at the rate of 11.25 per centum 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 11.25 per centum per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if a lot 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor recall 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: Thomas B. Mannard and Kathleen P. Mannard, his wife

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

CHICAGO TITLE & TRUST COMPANY 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 hands and seal of the Grantor this 31st day of October, 1985.  
Trust Deed has been identified herewith under Identification No. 2945

Please print or type name(s) below signature(s)  
MOUNT PROSPECT STATE BANK,  
a corporation of Illinois, Trustee

Thomas B. Mannard (SEAL)  
Kathleen P. Mannard (SEAL)

This instrument was prepared by John C. Haas, 115 S. Emerson St., Mount Prospect, IL 60056  
(NAME AND ADDRESS)

181  
61,571

85268329

# UNOFFICIAL COPY

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 THOMAS B. MANNARD AND KATHLEEN P. MANNARD, 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 31st day of October, 1985.

(Impress Seal Here)

*Anna M. Meessmann*  
Notary Public

Commission Expires 7-15-89

85 268 329

BOX NO. 15

## SECOND MORTGAGE Trust Deed

THOMAS B. MANNARD AND KATHLEEN P.

MANNARD, his wife-----  
TO

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee

PROPERTY ADDRESS:

1702 S. Chesterfield  
Arlington Heights, IL 60005

MAIL TO: RECORDER'S BOX NO. 15

Mount Prospect State Bank  
ATTN: Mrs. W. Meessmann  
Inst. In. Dept.

*111 E. Lake St  
Mt. Prospect, IL 60056*

GEORGE E. COLE  
LEGAL FORMS