

TRUST DEED
SECOND MORTGAGE (ILLINOIS) **UNOFFICIAL COPY** 5299315

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

THIS INDENTURE WITNESSETH, That ROYALE INVESTMENT,
AN ILLINOIS GENERAL PARTNERSHIP

85299315

(hereinafter called the Grantor), of
15921-25 Lexington Ave, Harvey, Illinois

for and in consideration of the sum of SEVENTY-FIVE THOUSAND
and no/100---(\$75,000.00)--- Dollars

in hand paid, CONVEY AND WARRANT to
BANK OF LANSING, Trustee
of 3115 Ridge Road, Lansing, Illinois

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:

Above Space For Recorder's Use Only

LOTS 35, 36, 37, 38, 39, 40, 41, 42 AND 43 AND THE SOUTH 1/2 OF LOT 44
IN BLOCK 3 IN M. M. BROWNS ADDITION TO HARVEY, A SUBDIVISION OF
THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT
OF WAY OF THE ILLINOIS CENTRAL RAILROAD), IN COOK COUNTY, ILLINOIS.

PTN: 29-20-105-027 (Lot 35), 29-20-105-026 (Lot 36), 29-20-105-025 (Lot 37),
29-20-105-024 (Lot 39), 29-20-105-023 (Lot 39), 29-20-105-022 (Lot 40),
29-20-105-021 (Lot 41), 29-20-105-020 (Lot 42), 29-20-105-048 (Lot 43),
AND 29-20-105-047 (AFFECTS THE SOUTH 1/2 OF LOT 44), Volume 212.

of SEVENTY-FIVE THOUSAND and no/100---(\$75,000.00)--- DOLLARS, payable
on the 25th Day of May, 1985 with interest of FOUR THOUSAND SIX HUNDRED
TWENTY-THREE and 28/100---(\$4,623.28)---DOLLARS, at a rate of 12.5%

15921-25 Lexington Avenue
Harvey, Illinois 60426

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, or theft of, or loss of, all buildings or improvements on said
premises that may have been destroyed or damaged; (4) that waste 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 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 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 12.5% 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 of the whole of said indebtedness, including a 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 16.5% per cent per annum, shall be recoverable by foreclosure of the real, or by suit at law, or both, the same, 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, stamping or charges, cost of procuring or completing abstracts showing the
whole title of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, as concluded by any
suit or proceeding wherein the grantee or any holder of the 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, whether or not 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 ROYALE INVESTMENT, AN ILLINOIS GENERAL PARTNERSHIP

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then
GARY S. IRWIN of said County is hereby appointed to be first successor in this trust;
and if in any like event 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 and seal of the Grantor this 26th day of November, 1985
ROYALE INVESTMENT, AN ILLINOIS GENERAL PARTNERSHIP

Please print or type name(s)
below signature(s)
Michael Wood (SEAL)
Michael Wood

Paul H. Hoffman (SEAL)
Paul H. Hoffman
James Corradetti (SEAL)
James Corradetti

This instrument was prepared by _____
(NAME AND ADDRESS)
BANK OF LANSING
3115 RIDGE ROAD
LANSING, ILLINOIS 60438

85299315

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 THE ROYAL INVESTMENT, AN ILLINOIS GENERAL PARTNERSHIP CONSISTING OF Paul H. Hoffman, James Corradetti and Michael Wood 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 26th day of November, 1985.

(Impress Seal Here)

Rani J. Braetjes
Notary Public

My Commission Expires Aug. 6, 1989
Commission Expires

85299315



DEPT-01 RECORDING \$12.00
THILL TRAN 5903 11/27/85 09:28:00
#7441 # 2 * 85-299315

BOX No.

SECOND MORTGAGE

Trust Deed

TO

BOX 371

GEORGE E. COLE
LEGAL FORMS