

# UNOFFICIAL COPY

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 Emma E. Murray, spinster  
and Margaret A. Murray, divorced and not since  
remarried (hereinafter called the Grantor), of 371 Southbury Ct.,  
Schaumburg, Illinois, 60193

for and in consideration of the sum of Ten Thousand Ninety Five  
and 00/100 Dollars

in hand paid, CONVEY S AND WARRANT S to  
Woodfield Bank  
of Higgins & Meacham Rds., Schaumburg, 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

SEE ATTACHED 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 is justly indebted upon the principal promissory note bearing even date herewith, payable  
on December 18, 1990.

Property Address: 371 Southbury Ct., Schaumburg, IL, 60193

Tax ID No.: 07-24-302-016-1071

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 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 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 16.25 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 16.25 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 documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the  
whole title of said premises embracing foreclosure deed, 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, whether decree of sale shall have been entered or not, shall not be dismissed, nor cause heretofore 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 Emma E. Murray & Margaret A. Murray

IN THE EVENT of the default removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then  
Woodfield Bank 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 1985 Taxes

Witness the hand S and seal S of the Grantor this 6th day of December, 1985.

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

Emma E. Murray (SEAL)  
Emma E. Murray

Margaret A. Murray (SEAL)  
Margaret A. Murray

This instrument was prepared by Elizabeth A. Witt, Woodfield Bank, Higgins & Meacham Rds.,  
(NAME AND ADDRESS) Schaumburg, Illinois, 60196.



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## EXHIBIT "A"

Unit No. 5-3-76LB1 together with a perpetual and exclusive easement in and to garage unit No. G5-3-76LB1 as delineated on a Survey of a parcel of land being a part of the South Half of the Southwest Quarter of the Southwest Quarter of Section 24, Township 41 North, Range 10 East of the Third Principal Meridian (hereinafter referred to as "Development Parcel") which Survey is attached as Exhibit A to Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust Agreement dated May 1, 1976 and known as Trust No. 21741, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 23863582 and as set forth in the amendments thereto, together with a percentage of the common elements appurtenant to said Units as set forth in said Declaration in accordance with Amended Declaration, and together with additional common elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declaration which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declaration as though conveyed hereby.

Trustee also hereby grants to Grantee and Grantee's successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration of Condominium Ownership for Lexington Green II Condominium recorded as Document No. 23863582 and as set forth in amendments thereto, and Trustee reserves to itself, its successors and assigns, the rights and easements set forth in said Declarations for the benefit of the remaining property described therein; subject to: (1) the Condominium Property Act of the State of Illinois; (2) Declaration of Condominium Ownership for Lexington Green II Condominium, and the Plat of Survey filed with the Declaration, together with amendments thereto; (3) easements, covenants and restrictions; (4) Grantee's mortgage, if any; (5) acts done or suffered by Grantee; (6) special taxes or assessments for improvements not yet completed and (7) roads and highways, if any, together with the tenements and appurtenances therunto belonging.

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Property of Cook County Clerk's Office

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