

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

85499512

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

THIS INDENTURE WITNESSETH, That Thomas A. Forte and
Mary Joan Forte, his wife

85499512

(hereinafter called the Grantor), of
439 Park Avenue, Glencoe, Illinois 60022

for and in consideration of the sum of
Eight thousand and 00/100 Dollars

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

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:

The Southwesterly 50 feet of the Northeasterly 100 feet
(measured on Park Avenue) of Lots 18, 19 and 20 in Block
34 in Glencoe in the North East 1/4 of the North West 1/4
of Section 7, Township 42 North, Range 13 East of
the Third Principal Meridian, in Cook County, Illinois.

0507-11-014
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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 principal promissory note bearing even date herewith, payable to Harris Bank Glencoe-Northbrook, N.A., on October 25, 1993.

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This second mortgage shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not in any manner the validity of or priority of this mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as therein 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 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 _____ 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 _____ 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 documenting 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 and 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 A. Forte and Mary Joan Forte, 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 Harris Bank Ninnetka 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 and seal of the Grantor this 17th day of October, 1993

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

Thomas A. Forte (SEAL)
Mary Joan Forte (SEAL)

This instrument was prepared by Denise K. Wahlund 333 Park Avenue, Glencoe, Illinois 60022

(NAME AND ADDRESS)
Harris Bank Glencoe-Northbrook, N.A.

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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 Thomas Forte and Mary Joan Forte, his wife

personally known to me to be the same person s whose name s 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 7th day of October, 19 86



Linda J. Richard
Notary Public

Commission Expires _____

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1100 49111 • 8699512 • A --- Notary Public

27 OCT 86 8699512

BOX No. -86-499512

SECOND MORTGAGE
Deed



TO
HARRIS BANK
GLENCOE-NORTHBROOK N.A.
333 PARK AVENUE
GLENCOE, ILLINOIS 60022

HARRIS BANK
GLENCOE-NORTHBROOK N.A.
333 PARK AVENUE
GLENCOE, ILLINOIS 60022

GEORGE E. COLE
LEGAL FORMS