

2nd Mortgage

UNOFFICIAL COPY

86169802

36-483-16

TRUST DEED

This Indenture, WITNESSETH, That the Grantor Bernard T. Haines and wife Cheril L. Haines, as joint tenants

of the City of Sauk Village, County of Cook, and State of Illinois

for and in consideration of the sum of Three thousand six hundred two and 40/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee

of the City of Chicago, County of Cook, and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvement thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Sauk Village, County of Cook, and State of Illinois, to-wit: Lot 5 in Block 25 of Southdale, a Subdivision of Unit Number 2, being a Subdivision of part of Section 25, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, lying North of Sauk Trail Road, Also known as: 21848 Clyde, Sauk Village, Illinois, Permanent Tax No.: 32-25-317-014

THIS IS A JUNIOR MORTGAGE

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 Bernard T. Haines and wife Cheril L. Haines as joint tenants

justly indebted upon ONE principal promissory note, bearing even date herewith, payable Unique Contractors, Inc., assigned to Lakeview Trust & Savings Bank

payable in 60 successive monthly installments each of 60.00 due monthly on the note commencing on the 04th day of December and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 in said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in compliance with the policy or policies, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, 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 of 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 any 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 hereon from the date of payment at 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 accrued 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 complainant in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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.

In the event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then Thomas F. Bussey 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 the aforesaid covenants and agreements are performed, the grantor or his executor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor, this 22nd day of April, A.D. 1982

Bernard T. Haines (SEAL)
Cheril L. Haines (SEAL)
Cheril L. Haines (SEAL)

86169802

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Box No. 146

2nd Mortgage

Trust deed

Donald & Cheryl Haines

218 1/2 Maple

South Village, Deloit

TO

GERALD E. SIKORA, Trustee

First National Bank
3901 N. Ashland Ave.
Chicago, Ill. 60657

THIS INSTRUMENT WAS PREPARED BY:

Linole Contractors

441 W. Belmont
Chicago, Ill. 60641

LANE VEST TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE., CHICAGO, ILL. 60657
312/525-2180

86-169802

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#1111 TRAN 3443 04/30/86 14:52:06
#6168 # C * B-6-167802

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I, Ellen Sugerman
Notary Public in and for said County, in the State aforesaid, do hereby certify that Bernard T. Haines and wife Cheryl L. Haines, as joint tenants
personally known to me to be the same person, whose name are
instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead,
which under my hand and Notarial Seal, this 22nd day of April, A. D. 1986
Notary Public
Ellen Sugerman

State of Illinois }
County of Cook }
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