

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

86252274

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

THIS INDENTURE WITNESSETH, That CHARLES H. KIRKWOOD AND PATRICIA R. KIRKWOOD, his wife

(hereinafter called the Grantor) of 126 North Horner Lane, Mount Prospect, Illinois 60056

for and in consideration of the sum of PRINCIPAL-\$96,000.00 and INTEREST-\$3,962.76 Dollars

in hand paid, CONVEY AND WARRANT to MOUNT PROSPECT STATE BANK of 111 East Busse Ave., Mt. Prospect, Ill. 60056

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

Above Space For Recorder's Use Only

and State of Illinois, to-wit: (SEE ATTACHED)

PROPERTY Lot 132 in Second Addition to Bluette Fairview Gardens, being a  
INDEX NO Subdivision of part of the West half of the East half of the  
IT IS PR ct a "late  
charge" one than  
ten (10) East of the Third Principal Meridian, in Cook County, Illinois. nquent

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 one principal promissory note bearing even date herewith, payable to the MOUNT PROSPECT STATE BANK in the principal sum, including interest, of Ninety-Nine Thousand Nine Hundred Sixty-Two & 76/100 (\$99,962.76) Dollars, the said principal and interest to be paid on September 14, 1986. If payment of principal and interest is not made on the due date, interest shall accrue at 10.50 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 rebuild or repair 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 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 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, in Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at the rate of 10.50 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 10.50 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same is (a) 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 document preparation, 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 proceedings after decree of sale shall have been entered or not, shall not be dismissed, nor relief 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 said premises.

The name of a record owner is: CHARLES H. KIRKWOOD AND PATRICIA R. KIRKWOOD, 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 AND 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 hand S and seal of the Grantor this 16th day of June 1986.

Trust Deed has been identified herewith under Identification No. 3006

Charles H. Kirkwood (SEAL)  
Charles H. Kirkwood

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

Patricia R. Kirkwood (SEAL)  
Patricia R. Kirkwood

William J. Zozokos  
Trust Officer (not a party) MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill. 60056  
This instrument was prepared by (NAME AND ADDRESS)

BY: William J. Zozokos, Installment Loan Officer

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# UNOFFICIAL COPY

86252274

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 CHARLES H. KIRKWOOD AND PATRICIA R. KIRKWOOD, 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 14th day of June, 1986.

(Impress Seal Here)

*Harold M. Meessmann*  
Notary Public

Commission Expires 7-15-89

DEPT-01 RECORDING \$12.25  
T#3333 TRAN 5424 6/20/86 09:42:00  
#8961 # A \* 86-252274  
COOK COUNTY RECORDER

86252274

## SECOND MORTGAGE Trust Deed

CHARLES H. KIRKWOOD AND PATRICIA

R. KIRKWOOD, his wife-----

TO

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee---

PROPERTY ADDRESS:

126 North Horner Lane  
Mount Prospect, Ill. 60056

RECORDER'S BOX NO. \_\_\_\_\_

MOUNT PROSPECT STATE BANK  
ATTN: Mrs. W. Meessmann  
Inst. Ln. Dept.

GEORGE E. COLE  
LEGAL FORMS

12.00

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

8 6 2 5 2 2 7 4

THIS INSTRUMENT WITNESSETH THAT CHARLES H. KIRKWOOD AND PATRICIA R. KIRKWOOD, his wife, 126 North Horner Lane, Mount Prospect, Illinois 60056 (Tax and Street) PRINCIPAL-\$96,000.00 and INTEREST-.53,962.76- DATED in hand paid CONVEY AND WARRANT TO MOUNT PROSPECT STATE BANK- of Ill. Et al

as Trustee, and create, with the plumbing appy cents, issues as

0 Day TACHED)

PROPERTY ADDRESS: 126 North Horner Lane, Mount Prospect, Illinois 60056 INDEX NO.: 01-35-415-011-0000

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 payments. Hereby releasing and waiving all right, title 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 the MOUNT PROSPECT STATE BANK in the principal sum, including interest, of Ninety-Nine Thousand Five Hundred Sixty-Two & 76/100 (\$99,962.76) Dollars, the said principal and interest to be paid on September 14, 1986. If payment of principal and interest is not made on the due date, interest shall accrue at 10.50 per centum per annum.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 said premises that may have been levied or assessed; (3) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee hereon, with a clause attached to the policy of insurance, and second, to the acceptance to the holder of the first mortgage indebtedness, with first class attached to the policy of insurance, and second, to the grantee hereon 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 encumbrances, and the interest thereon, at the time or times which may be required by the mortgagee or Trustee or the holder of said indebtedness, may procure such insurance, or pay taxes or assessments, or the prior indebtedness of the interest thereon when due, the grantee or the holder of said indebtedness, or pay such taxes or assessments, or the prior indebtedness of the interest thereon when due, the grantee or the holder of said indebtedness, and the interest thereon from time to time to the extent of all money to pay, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of the principal and interest thereon, including principal and all earned interest, shall, at the option of any of the aforesaid covenants or agreements, become immediately due and payable, and with interest thereon from time of such breach. 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, including reasonable attorney's fees, outlays for documents, mortgagee's charges, cost of procuring or obtaining abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and other covenants, occasioned by any suit or proceeding wherein the grantee or any holder of said premises, shall be an additional lien upon said premises, shall be included in any decree, that may be rendered in such foreclosure proceedings, which proceedings, whether entered or not, shall not be dismissed, or released 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, and 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 other person, claimant under the Grantor, appoint a receiver to take possession of said premises with power to collect the rents, issues and profits of said premises. The name of a record on next: CHARLES H. KIRKWOOD AND PATRICIA R. KIRKWOOD, his wife. COOK IN THE EVENT of the death, removal from said CHICAGO TITLE AND TRUST COMPANY of said County of the grantee, or of his resignation, refusal or failure to act, then and for any like cause, said first successor shall or refuse to act, the person so designated shall then be the acting Recorder of Deeds of said County is hereby appointed to be the 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 16th day of June 1986 Trust Deed has been identified herewith under Identification No. 3006 Please print or type names) MOUNT PROSPECT STATE BANK, Trustee a corporation of Illinois, Trustee Trust Officer (Name and Address) MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill., 60056 This instrument was prepared by

Patricia R. Kirkwood Charles H. Kirkwood

86252274

MOUNT PROSPECT STATE BANK MORTGAGE

BOX NO.

86252274

SECOND MORTGAGE  
Trust Deed

CHARLES H. KIRKWOOD AND PATRICIA

P. KIRKWOOD, his wife-----  
TO

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee---

PROPERTY ADDRESS:

126 North Horner Lane  
Mount Prospect, Ill. 60056

RECORDER'S BOX NO.

MOUNT PROSPECT STATE BANK  
ATTN: Mrs. W. Meessmann  
Inst. Ln. Dept.

GEORGE E. COLE  
LEGAL FORMS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.25  
TK3332 TRAN 5429 06/20/86 09.42:00  
#8961 # 2 \* 06-252274  
COOK COUNTY RECORDER

Commission Expires 7-15-89

(Compress Seal Here)

*Sharon M. [Signature]*  
Notary Public

Given under my hand and official seal this 16th day of June, 1986

waver of the right of homestead.

appeared before me this day in person and acknowledged that they are subscribed to the foregoing instrument, personally known to me to be the same person, whose name 5 are subscribed to the foregoing instrument, instrument in their free and voluntary act, for the uses and purposes therein set forth, including the release and

State aforesaid, DO HEREBY CERTIFY that CHARLES H. KIRKWOOD AND PATRICIA R. KIRKWOOD, his wife  
I, the undersigned a Notary Public in and for said County, in the

STATE OF Illinois  
COUNTY OF Cook  
ss. }

86252274