

TRUST DEED
SECOND MORTGAGE (ILLINOIS) 86271864

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

COOK COUNTY ILLINOIS
RECORD

986 JUL -2 AM 10:10 86271864

THIS INDENTURE WITNESSETH, That G. Kirk Bennett, Jr.

(hereinafter called the Grantor), of 1723D Northfield Square Northfield Illinois

for and in consideration of the sum of Thirty Two Thousand Five Hundred Fifteen and 56/100 Dollars

in hand paid, CONVEY AND WARRANT to Bank of Northfield

of 400 Central Avenue Northfield, 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:

See attached

PERM TAX ID NO. 05-19-314-071 -1010 H.W.

ADDRESS: See above

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 his principal promissory note bearing even date herewith, payable

to the Bank of Northfield in the amount of \$32,515.56 payable in 35 payments of \$1,000.00 and a final payment of \$2,398.62 due June 13, 1989 and any extensions or renewals thereof

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 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, on a floating at one half over prime rate 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, with principal, become immediately due and payable, and with interest thereon from time of such breach at floating at one half over prime rate 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 documents, evidence, stenographer's charges, cost of procuring or copying 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, 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 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 G. Kirk Bennett, Jr.

IN THE EVENT of the default removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Bank of Northfield 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 13th day of June, 1986.

G. Kirk Bennett, Jr. (SEAL)

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

(SEAL)

MAIL TO:

This instrument was prepared by Virginia L. Seckler, Bank of Northfield, 400 Central Ave., Northfield, IL 60093

RECORDERS BOX 333 - J-297

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A # 949 253

12.00

Above Space For Recorder's Use Only

86271864

UNOFFICIAL COPY

STATE OF Illinois

SS.

COUNTY OF Cook

I, Marilyn E. Governile, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that G. Kirk Bennett, Jr.

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 24th day of June, 1986.

(Impress Seal Here)

Marilyn E. Governile
Notary Public

My Commission Expires Feb 23, 1988

Commission Expires

Parcel 1:
Unit 1723-D in Northfield Square Condominium, as delineated on the survey of the following described parcel of real estate (hereinafter referred to as 'Parcel 1'):

That part of Lot 1 in the plan of consolidation of parts of Lots 4 and 5 in Hupp's Subdivision of the South part of the South West 1/4 of Section 19, Township 42 North, Range 13 East of the Third Principal Meridian; together with all of Lots 1 and 5 1/2 in Siebel's Resubdivision of part of Lot 3 in said Hupp's Subdivision and Lot 10 in Schmidt's Subdivision of part of Lot 2 in said Hupp's Subdivision, described as follows:

Beginning at the point of intersection of a line 69.50 feet South of and parallel with the North line of said Lot 1 and 69.50 feet Easterly of and parallel with the Westerly line of said Lot 1; thence Southeasterly parallel with said Westerly line of Lot 1, a distance of 283.54 feet; thence East along a line parallel with the North line of said Lot 1, a distance of 108.27 feet; thence Northwesterly along a line parallel with the Westerly line of said Lot 1, 151.86 feet; thence East along a line, 196.50 feet North of and parallel with a South line of said Lot 1, 12.0 feet; thence Northwesterly 198.12 feet to the point of beginning which said survey is attached as Exhibit "A" to a certain declaration of Condominium Ownership made by the Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated September 28, 1970 and known as Trust Number 2185, and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document 22,728,916, together with an undivided 5.55% interest in said parcel (excepting from said parcel all the property and space comprising all the units thereon and defined and set forth in said declaration and condominium ownership and survey)

Parcel 2:
Easement for ingress and egress for the benefit of Parcel 1 as set forth in the declaration of easement recorded January 21, 1974 as document 22,600,984 made by Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated September 28, 1970 and known as Trust Number 2185 and as created in deed from Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated September 28, 1970 and known as Trust Number 2815 to Daniel D. Spence dated May 29, 1974 and recorded June 24, 1974 as document 22,761,078 over and across those parts of Lot 1 described in said declaration except those parts of Lot 1 falling in Lots 1 and 5 in Siebel's Resubdivision, aforesaid, all in Cook County, Illinois.

86271864

BOX No.

SECOND MORTGAGE

Trust Deed

TO

86271864

GEORGE E. COLE
LEGAL FORMS