

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

86335137

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

THIS INDENTURE WITNESSETH, That Lawrence A Martin
and wife Catherine E Martin

(hereinafter called the Grantor), of
2406 Thayer Evanston Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Thirty five thousand three
hundred and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to
Harris Bank Glencoe-Northbrook, N.A.
of 333 Park Avenue Glencoe IL 60022
(No. and Street) (City) (State)

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:
Lot 21 in Block 3 in John Culver's Addition to North Evanston in Township 42 North,
Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 05-34-315-005

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 a principal promissory note bearing even date herewith, payable on July 20, 1987 to Harris Bank Glencoe-Northbrook, N.A. this 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 impair 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 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 _____ 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 documentary evidence, stenographer's charges, cost of procuring or compiling 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 rescinded 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: Lawrence A Martin and wife Catherine E Martin

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, Winnetka, N.A. 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 seals of the Grantor this 26th day of July 1986.

Lawrence A Martin (SEAL)
Catherine E Martin (SEAL)

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

This instrument was prepared by Kool Lin Chaddah 333 Park Avenue Glencoe IL 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 Lawrence A Martin and wife Catherine E Martin of 2406 Thayer Evanston Illinois 60201

personally known to me to be the same persons whose name.s _____ 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 26th day of July, 1986.

(Impress Seal Here)

Denise K Wahland

Notary Public

Commission Expires MY COMMISSION EXPIRES FEBRUARY 13, 1990

86335137

86-335137

BOX No.

SECOND MORTGAGE
Trust Deed

TO



mail to:

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

GEORGE E. COLE
LEGAL FORMS

11.00 E