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86380444

THIS INSTRUMENT, WITNESSED, that Mark B. Swillingor and Estee Swillingor, his wife, as joint tenants

hereinafter called the Grantor(s), of 331 Powderhorn Drive Northbrook Illinois (No. and Street) (City) (State)

for and in consideration of the sum of Seventy-four thousand two hundred fourteen and 90/100--- Dollars in hand paid, CONVEY AND WARRANT to FORD CITY BANK AND TRUST CO. of 5501 West 79th Street Burbank Illinois (No. and Street) (City) (State)

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 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:

Lot 15 in Williamabury's Square of Northbrook Unit 2, being a subdivision in the North East 1/4 of Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

12.00

Common Address: 331 Powderhorn Drive, Northbrook, Illinois. P. I. #04-03-04-022-0000 131

\*SUBORDINATION CLAUSE - See Attached Exhibit.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IS TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Mark B. Swillingor and Estee Swillingor, his wife, as joint tenants justly indebted upon principal promissory note bearing even date herewith, payable in 60 consecutive monthly principal payments of \$1,236.92 plus interest commencing on August 1, 1986 and maturing on July 1, 1991.

Mortgagor hereby waives any and all rights of redemption from sale under any order or judgment of foreclosure of this mortgage, on his own behalf or on behalf of each and every person, except judgment creditors of the mortgagor, acquiring any interest in or title to the premises as of or subsequent to the date of this mortgage.

This Trust Deed covers all subsequent renewals of the aforementioned note.

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 the due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor, (3) without delay, 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 first to the first Trustee of Mortgage, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the monies secured are 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 eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and agreements the whole or 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 eight 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, analysis 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 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 a 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 claims to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of an action 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 where as Mark B. Swillingor and Estee Swillingor, his wife, as joint tenants Cook County of the grantee, or of his resignation.

IN THE EVENT of the death or removal from said Ford City Bank and Trust Co. of said County is hereby appointed to be first successor in the 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand(s) and seal(s) of the Grantor on this 20th day of June, 1986.

Mark B. Swillingor (SEAL) Estee Swillingor (SEAL)

This instrument was prepared by Michael B. Lahti, 5501 West 79th Street, Burbank, Illinois (NAME AND ADDRESS)

70-34-6697

PROPERTY OF COOK COUNTY, ILLINOIS A SECOND MORTGAGE

86380444

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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 Mark B. Swillinger and Estee Swillinger, his wife personally known to me to be the same persons whose names 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 notarial seal this 26th day of June, 1986

(Impress Seal Here)

*Jonathan P. Gilfillan*  
Notary Public

Commission Expires 11/8/89

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 AUG 28 AM 10:30

86380444

BOX 333--WJ

BOX No. 333

SECOND MORTGAGE  
**Trust Deed**

TO

MAIL RECORDED DOCUMENT TO:

FORD CITY BANK AND TRUST CO.  
5501 West 79th Street  
Burbank, IL 60459 1301

Attention: Jonathan P. Gilfillan

GEORGE E. COLE  
LEGAL FORMS

86380444

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## EXHIBIT

### SUBORDINATION CLAUSE

This second mortgage is and will be subordinate or subject to first mortgages in principal amounts not exceeding \$102,000. This subordination will be valid through July 1, 1991 only.

Mark B. Swillinger  
Mark B. Swillinger

Estee Swillinger  
Estee Swillinger

86350444

Property of Cook County Clerk's Office