

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, That James F. Murray
and Barbara M. Murray, his wife
(hereinafter called the Grantor), of 8024 S.
Oketo Bridgeview Illinois 60455
(No. and Street) Three thousand five
hundred sixty nine and 04/100 Dollars
for and in consideration of the sum of
in hand paid, CONVEY AND WARRANT to
Cole Taylor Bank/Ford City
of 7601 S. Cicero Chicago IL 60652
(No. and Street) (City) (State)

87454261

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 3 in Lech's Subdivision of the North 1/2 of Lot 1 in Block 4 in Frederick H. Bartlett's Oketo Fields, being a Subdivision in the West 1/2 of the North East 1/4 of Section 36, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. P.I. #18-36-204-008
Property Location: 8024 S. Oketo Bridgeview IL

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

In 36 Consecutive installments of \$99.14 each beginning September 3rd, 1987 and Maturing August 3rd, 1990.

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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, or rebuilding or before 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 of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first Mortgage or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times specified, and 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 11.65 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 11.65 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 document preparation, evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure deed - shall be paid by the Grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee or any holder in 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 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 James F. Murray and Barbara M. Murray, his wife of said County is hereby appointed by first successor in this trust; 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 Cole Taylor Bank/Ford City

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 1st Mortgage of Record
Witness the hand S and seal of the Grantor this 4th day of August 1987

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

James F. Murray (SEAL)
Barbara M. Murray (SEAL)

This instrument was prepared by Michael Lahti 7601 S. Cicero Chicago IL 60652
(NAME AND ADDRESS)

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Carole Mitchell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James F. Murray and Barbara M. Murray, his wife

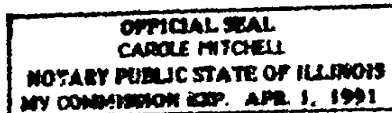
personally known to me to be the same person ^s whose name ^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 4th day of August, 1987.

(Impress Seal Here)

Carole Mitchell
Notary Public

Commission Expires 4-1-91



DEPT. OF REVENUE
40000
18748 # 13
COOK COUNTY CLERK'S OFFICE

BOX No. 87454261
SECOND MORTGAGE
Trust Deed

James F. Murray and
Barbara M. Murray, his wife
TO
Cole Taylor Bank/Ford City

8024 S. Oketo
Bridgeview IL 60455-1519



MAIL TO:
Cole Taylor Bank/Ford City
7601 S. Cicero
Chicago IL 60652
ATTN:Carole Mitchell

87-454261
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