

UNOFFICIAL COPY

SECOND TRUST DEED

87614438

THIS INDENTURE (the "Trust Deed"), made November 12 19 87,
between William H. Anderson and Jackie D. Anderson, husband and wife in Joint Tenancy
of 5743 West 89th Place, Oak Lawn, Illinois 60453
(the "Grantor", whether one or more) and THE PRUDENTIAL BANK AND TRUST COMPANY (the "Trustee").

The Grantor is justly indebted to The Prudential Bank and Trust Company (the "Bank") as evidenced by the Real Estate Note and Agreement of even date (the "Note") under which Grantor promises to pay to the order of the Bank the principal sum of Forty thousand & no/100 Dollars (\$40,000.00) together with interest on the unpaid principal balance at the rate of Twelve percent (12.00%) per annum. Monthly payments of principal and interest shall commence on December 18, 1987 with a final payment of all principal and interest, if not sooner paid, due on November 15, 1997.

To secure the payment of the principal balance and all interest due under the Note and performance of the agreements, terms and conditions of the Note and this Trust Deed, and for other good and valuable consideration, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 5743 West 89th Place, County of Cook and State of Illinois to wit:
Oak Lawn, Illinois 60453

Lots 130 and 131 in Frank De Lugach's Florence Highlands, being a subdivision of the North 1/2 of the South 1/2 of the North East 1/4 (except that part lying East of the West line of the East 22 acres of said North East 1/4) of Section 5, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: ¹³¹ 24-05-224-007 and ¹³⁰ 24-05-224-008 BCO M

87614438

hereby releasing and waiving all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof and all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, all of which are declared to be part of the real estate whether physically attached thereto or not (all or any portion of which property is hereafter referred to as the "Premises") to have and to hold the Premises in trust by the Trustee, its successors and assigns, forever, for the purposes and upon the uses and trust set forth in this Trust Deed.

1. The Grantor agrees to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (5) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and upon written request, to furnish to Trustee or to the Bank duplicate receipts therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which grantor may desire to contest; and (8) keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, or other casualty under policies at either the full replacement cost or to pay in full all indebtedness secured hereby and all prior liens all in companies satisfactory to the Bank, under insurance policies payable, in case of loss or damage, or a mortgagee which has a prior lien, if any and then to Trustee for the benefit of the Bank, such rights to be evidenced by the standard mortgage clause to be attached to each policy.

2. At the option of the Bank and without further notice to Grantor, all unpaid indebtedness secured by the Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the contrary, become due and payable (i) after the date on which any payment of principal or interest is due and is unpaid or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Trust Deed, or in any other instrument which at any time evidences or secures the indebtedness secured hereby or in any other note or other instrument or trust deed, mortgage or other document which evidences or secures any indebtedness or lien or encumbrance which is prior hereto; or (iii) upon the death of any party to

14E

DEPARTMENT OF REVENUE
PROPERTY TAX DIVISION
1111 SOUTH WASHINGTON STREET
SPRINGFIELD, ILLINOIS 62761
TELEPHONE (618) 243-3000



WHEN RECORDED RETURN TO:
Prudential Bank & Trust Co.
300 Galleria Pkwy., Ste. 1900
Atlanta, Ga. 30339

87614438

STATE OF ILLINOIS)
COUNTY OF)
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that)
a corporation, and)
Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing)
instrument as such)
President)
and)
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their)
own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein)
set forth; and the said)
Secretary)
did also then and there acknowledge that)
as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as)
own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and)
purposes therein set forth.)
GIVEN under my hand and official seal, this)
_____ day of _____, 19____

Notary Public
My Commission Expires: _____

OFFICIAL SEAL
CLARENCE T. MALONOWSKI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 19, 1991

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they)
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)
_____ day of _____, 19____

William H. Anderson

87614438

UNOFFICIAL COPY

87-11138

the Note or this Trust Deed, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surety or accommodation party shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against any such party; or (v) if any statement, application or agreement made or furnished to the Bank now or from time to time by Grantor is false or incorrect in a material respect.

3. The Trustee or the Bank may, but need not, make any payment or perform any act to be paid or performed by Grantor and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment upon the failure of Grantor to do so. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the Bank to protect the Premises and lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate per annum set forth in the Note. Inaction of Trustee or Bank shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the Bank hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Bank or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness, in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Bank for reasonable attorneys' fees and expenses, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the Bank may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate per annum set forth in the Note, when paid or incurred by Trustee or Bank in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced and of which Trustee has given Grantor fifteen (15) days written notice.

5. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including without limitation all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Grantor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. This Trust Deed is given to secure all of Grantor's obligations under the Note executed by Grantor contemporaneously herewith. All the terms of the Note are hereby incorporated by reference herein.

8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Trust Deed. Grantor agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Trust Deed for disposition or settlement of proceeds of hazard insurance. No settlement for condemnation damages shall be made without Trustee's and the Bank's consenting to same.

9. Extension of the time for payment, acceptance by Trustee or the Bank of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Trust Deed granted by Trustee to any successor in interest of Grantor, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Grantor, Grantor's successors in interest, or any guarantor or surety thereof. Trustee or the Bank shall not be deemed, by any act or omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Trustee or Holder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed to accelerate the maturity of the indebtedness secured by this Trust Deed to accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.

UNOFFICIAL COPY

(over please)

STATE OF ILLINOIS)
COUNTY OF Cook)
SS:)

ATTEST:
By: _____
Title: _____
President

Not individual, but solely as trustee under Trust Agreement dated _____ and known as Trust No. _____

(If Grantor is trustee under a Land Trust)
Date: _____
Individual Grantor

Date: _____
Individual Grantor

Date: 11-12-87
Individual Grantor: Jackie D. Anderson
Jackie D. Anderson

Date: 11-12-87
Individual Grantor: William H. Anderson
William H. Anderson

IN WITNESS WHEREOF, Grantor(s) has/have executed this Trust Deed _____
endorse or guarantor of said Note.
of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer,
this Trust Deed and the Note secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement
covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on
personally to pay said Note or any interest that may accrue the trust, or any indebtedness accruing hereunder or to perform any
claiming any right or security hereunder that nothing contained herein or in the Note secured by this Trust Deed shall be
construed as creating any liability on the _____ N/A
such trustee, and it is expressly understood and agreed by trustee and the Bank herein and by every person now or hereafter
exercises this Trust Deed as aforesaid, in the exercise of the power and authority conferred upon and vested in it as
17. If this Trust Deed is executed by a Trust _____ N/A
been included herein
terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever
which would affect the validity, legal enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining
16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of
payable.
title holder or any beneficiary of a trust holding Trust, all sums due and owing hereunder shall become immediately due and
Land Trust executing this Trust Deed. In addition, if the Premises is sold under Articles of Agreement for Deed by the present
other hypothecation affecting the Premises, or transfer, assignment or collateral assignment of the Beneficial Interest of any
assignment or other transfer of title to, or any legal or equitable interest in, or grant or creation of a security interest in, or any
15. The Note secured hereby is not assumable and is immediately due and payable in full upon sale, conveyance,
compensation for all acts performed hereunder.
the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable
Deeds of the court in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have
instrument that has been recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder of
14. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Titles in which this
permitted for that purpose.
13. Trustee or the Bank shall have the right to inspect the Premises at all reasonable times and access thereto shall be
all indebtedness hereby secured has been paid, which evidence Trustee may accept as true without inquiry.
and all the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee evidence that
that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to
12. Trustee shall release this Trust Deed and lien thereof by proper instrument upon presentation of satisfactory evidence
Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of
to record this Trust Deed or to exercise any power herein unless expressly obligated by the terms hereof, nor be liable for
11. Trustee has no duty to examine the title, location, existence or condition of the Premises, nor shall Trustee be obligated
consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.
forbear, or make any other accommodations with regard to the terms of this Trust Deed or the Note, without that Grantor's
under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor hereunder may agree to extend, modify,
Grantor's successors, heirs, legatees, devisees and assigns (shall be joint and several. Any Grantor who co-signs this Trust
Deed, but does not execute the Note, (a) is co-signing this Trust Deed only to encumber that Grantor's interest in the Premises
under the lien and terms of this Trust Deed and to release homestead rights, if any, (b) is not personally liable on the Note or
10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective
successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or
Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Grantor who co-signs this Trust

8761438