

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

87076797

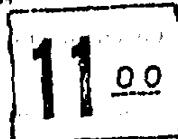
THIS INDENTURE WITNESSETH, THAT Patrick Standing,
Waller, Chicago,
hereinafter called the Grantor, of 141-3 North Waller, Chicago,
for and in consideration of the sum of Fifty thousand and 00/100 Dollars
in hand paid, CONVEY AND WARRANT to
First Bank of Romeoville,
of 50 Phelps Ave., Romeoville, IL 60441,

as trustee, and to his successors in trust hereafter 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 (within the boundaries of the City of Chicago).

Lots 9 and 10 (except the West 7 feet of said premises taken for widening of Waller Avenue) in Block 2 in Henry Waller's Subdivision of the South 43 3/4 Acres of the East 1/2 of the south East 1/4 of Section 8, Township 39 North, Range 13,

Permanent Tax No. 16-08-416-036-0000

Above Space For Recorder's Use Only



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 note dated January 15, 1987, payable to the order of and delivered to the Trustee, and by which note the Grantor promises to pay the principal sum of Fifty thousand and 00/100 DOLLARS .50,000.00, together with interest on the principal balance from time to time unpaid at the rate of prime + 3 fluct percent per annum from January 15, 1987 until maturity payable in monthly installments of each beginning and a final installment of payable in and with interest after maturity of the final installment at the rate of Prime + 3 fluct percent per annum and all said indebtedness made payable at such place as the holder at the time may, from time to time, by writing appoint, and on the day or days of such appointment, then at the office of the holder at First Bank of Romeoville, 50 Phelps Ave., Romeoville, IL 60441.

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 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 Lender, and, second, to the Trustee hereto as their interests may appear, which policies shall be held and remain with the said Mortgagor or Trustee until the indebtedness is fully paid off or paid in full.

IN THE EVENT of failure to make or pay taxes or assessments or the principal amount 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 an order in bills affecting said premises or pay all prior encumbrances 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 prime + 3 fluct percent 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 prime + 5 fluct per cent per annum, shall be recoverable by foreclosure thereof or by suit of law or both the same as 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 completing an abstract showing the whole title of said premises including foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, if recovered 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 item 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 Patrick Standing

IN THE EVENT of the death or removal from said Will County of the grantee, or of his resignation, refusal or failure to act, then First Bank of Romeoville, 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 15th day of January, 1987.

Please print or type names below signatures

Patrick Standing

(SEAL)

(SEAL)

This instrument was prepared by Jeanine A. Duckett, First Bank of Romeoville, 50 Phelps Av.
(NAME AND ADDRESS)
Romeoville, IL 60441

BANKERS

ORIGINAL—WHITE, BORROWERS COPY—YELLOW

UNOFFICIAL COPY

RECORDED

STATE OF Illinois

ss.

COUNTY OF Will

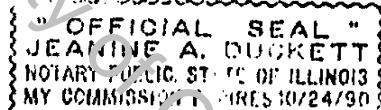
1987-07-18

I, Jeanine A. Duckett, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick Standring

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 a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I Given under my hand and official seal this 15th day of January, 19 87.

15.0
(Impress Seal Here)



Jeanine A. Duckett
Notary Public

Commission Expires.....

8702079

BOX NO. 30X 203-GA -23

SECOND MORTGAGE Trust Deed

Patrick Standring

141-3 North Waller,
Chicago, IL

TO

First Bank of Romeoville

50 Phelps Ave.
Romeoville, IL 60441

11/10/87
Jewell H. Walker
111 W. Washington
Chicago, IL 60602