

UNOFFICIAL COPY

TRUSTEED  
SECOND MORTGAGE (ILLINOIS)

5719706

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

87199706

THIS INDENTURE WITNESSETH, That Michael R. Cervantes and wife, Benita B. Cervantes

(hereinafter called the Grantor), of  
2106 Ewing Evanston Illinois  
(No and Street) (City) (State)

for and in consideration of the sum of  
One hundred twenty thousand 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)

Above Space For Recorder's Use Only

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

and State of Illinois, to-wit:  
Lot fourteen (14) and the South Ten (10) feet of lot thirteen (13) in block one (1) in J.J. Smith's addition to Evanston, being the South four hundred fifty seven and five tenths (457.5) feet of the East forty three (43) rods of the West half (W $\frac{1}{2}$ ) of the South East quarter (S.E. $\frac{1}{4}$ ) of section eleven (11) township forty one (41) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.  
Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: 10-11-419-015  
Address(es) of premises: 2106 Ewing Evanston Illinois

29911600

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon ONE principal promissory note bearing even date herewith, payable on March 21, 1988, 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 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 repairs to 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 or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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 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 said premises.

The name of a record owner is Michael R. Cervantes and his wife, Benita B. Cervantes

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 Glencoe, 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 seal of the Grantor this 20th day of March, 1987

Michael R. Cervantes (SEAL)  
Michael R. Cervantes

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

Benita B. Cervantes (SEAL)  
Benita B. Cervantes

This instrument was prepared by Kooi Lin Chaddah 333 Park Avenue Glencoe IL 60022  
(NAME AND ADDRESS)

Harris Bank Glencoe-Northbrook, N.A.

RE: Title Services # R4-212

87199706

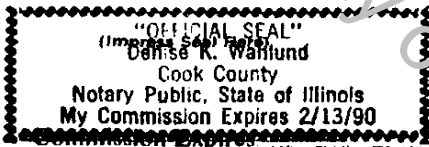
# UNOFFICIAL COPY

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 Michael R. Cervantes and wife Benita B. Cervantes

personally known to me to be the same person as whose name as 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 20th day of March, 19 87



*Denise K. Wahlund*  
Notary Public

87199706

87199706

RECORDING  
APR 15 1987 10 45 AM  
424 4A 87-199706  
COOK COUNTY RECORDER

12.25

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_

GEORGE E. COLE  
LEGAL FORMS