

UNOFFICIAL COPY

FORM NO. 3002
APR 1987

87263166

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

1987 MAY 13 PM 2:52

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DA 7051173

THIS INDENTURE WITNESSETH, That James K. Jenks
and Kathryn C. Jenks, his wife

(hereinafter called the Grantor), of 7941-45
Ogden Lyons IL
(City and Street) (City) (State)

for and in consideration of the sum of Thirty five
thousand and no/100 Dollars

in hand paid, CONVEY AND WARRANT to Bank
of Lyons
of 8601 W. Ogden Lyons IL
(City and Street) (City) (State)

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:

The East 40 feet of Lot 20 in Block 2 in White's second addition to Lyons, a subdivision of part of the East 1/2 of the North East 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Property Address: 7941-45 Ogden Ave., Lyons, IL 60534

Permanent tax I.D. 18-07-210-026-0000

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 to Bank principal promissory note bearing even date here-with, payable

The sum of thirty five thousand and no/100 (\$35,000.00) with interest thereon at the rate of Prime plus 1% floating from June 7, 1987 until maturity, payable on May 7, 1997 and with interest after maturity until paid at the rate of Prime +3% per annum. Interest shall be computed on the basis of a 365 year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorney's fees costs and expenses incurred by Bank in the collection and enforcement of this note

Identification #060534300-3385

Prime rate based on the First National Bank of Chicago's prime rate

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 on said premises, and on demand to exhibit receipts therefor; (3) within sixty days 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 mortgagee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 become due and payable

IN THE EVENT of failure 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 purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all costs of such payment, and the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10 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 of the Grantor, 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 10 percent per annum, shall be recoverable by foreclosure, 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, and/or incurred in behalf of plaintiff in connection with the foreclosure hereof — including reasonable attorney's fees, outlays for documentary evidence, geographer'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 (if any) 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 cost 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 person 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 James K. Jenks and Kathryn C. Jenks, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Recorder of Deeds 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 8th day of May, 1987.

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

James K. Jenks (SEAL)

Kathryn C. Jenks (SEAL)

This instrument was prepared by Glenda Lipsey, 8601 W. Ogden Ave., Lyons, IL 60534
(NAME AND ADDRESS)

12.00

Blank Space For Recorder's Use Only

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Glenda Lipsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James J. Jenks and Kathryn Jenks

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ 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 8th day of May, 1987

(Impress Seal Here)

Glenda Lipsey
Notary Public

Commission Expires _____

My Commission Expires July 18, 1990

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

James K. Jenks

Kathryn C. Jenks

TO

Bank of Lyons

Mail to:

Bank of Lyons
8601 W. Ogden Ave
Lyons, IL 60534

BOX 333 - HV

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