

UNOFFICIAL COPY

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.

PH 2:41

88486050

Accommodation Deed

THIS INDENTURE WITNESSETH, That WILLIAM P. McCORMICK
AND MARIANNE McCORMICK, Husband and Wife,

88486050

(hereinafter called the Grantor), of
843 Virginia Lake Court, Palatine, Illinois 60067
(No. and Street) (City) (State)

for and in consideration of the sum of Six Thousand and no/100
(\$6,000.00) plus interest as specified below Dollars
in hand paid, CONVEY AND WARRANT to FIRST OF AMERICA
BANK - GOLF MILL, An Illinois Banking Corporation
of 9101 Greenwood Avenue, Niles, Illinois 60648
(No. 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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

--SEE ATTACHED "EXHIBIT A"--

13.00

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(s): 02-12-406-024
Address(es) of premises: 843 Virginia Lake Court, Palatine, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon *one Consumer Installment Note bearing even date herewith, payable

*one Consumer Installment Note

Payable to the order of First of America Bank - Golf Mill at its office in Niles, IL the principal sum of \$6,000.00 with interest on the principal balance from time to time unpaid at the rate of 11.0 percent per annum from October 17, 1988 until maturity, payable in 23 installments of \$279.64 each, and a final instalment of \$279.64, beginning on November 16, 1988, and continuing on the same day of each successive month thereafter until fully paid.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, according to 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 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 first 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 13.0 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, 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 13.0 percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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 on 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 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 the said premises.

The name of a record owner is: William P. McCormick and Marianne McCormick, Husband and 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

First of America Bank - Golf Mill 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 S and seal _____ of the Grantor this 17th day of October 1988.

William P. McCormick (SEAL)
WILLIAM P. McCORMICK

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

Marianne McCormick (SEAL)
MARIANNE McCORMICK

This instrument was prepared by Karen Pruban, First of America Bank - Golf Mill, 9101 Greenwood,
(NAME AND ADDRESS) Niles, IL 60648

CENTENNIAL TITLE INCORPORATED

88486050

UNOFFICIAL COPY

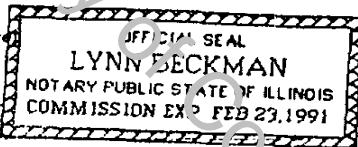
STATE OF Illinois }
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William P. McCormick and Marianne McCormick,

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 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 17th day of October, 1988.

(Impress Seal Here)



Commission Expires

Lynn Beckman
Notary Public

88486050

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

UNOFFICIAL COPY

"EXHIBIT A"

LOT 142 IN VIRGINIA LAKE RESUBDIVISION OF LOTS 129, 142, 143 AND 147 IN VIRGINIA LAKE SUBDIVISION UNIT NUMBER 2 AND PART OF THE SOUTH HALF (1/2) OF SECTION 12, ALL IN TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO LOTS 149 AND 150 IN VIRGINIA LAKES RESUBDIVISION OF CERTAIN LOTS IN VIRGINIA LAKE SUBDIVISION UNIT NUMBER 2 IN SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 843 VIRGINIA LAKE COURT
PALATINE, ILLINOIS

R.E. TAX NO. 02-12-406-024

88426050