

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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12.00

THIS INDENTURE WITNESSETH, That David J. Hamilton and Karen Hamilton, his wife

(hereinafter called the Grantor), of 2554 Haver Hill Ct., Arlington Heights, IL 60004

for and in consideration of the sum of Eighteen thousand dollars

in hand paid, CONVEY AND WARRANT to James R. O'Brien, as trustee

of 25 E Campbell Street, Arlington Heights, IL 60005

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 3, Block h in the courts of russewood, Unit 1, being a subdivision of part of the southwest quarter (S) of the northeast quarter (E) of section 21, township 42 North, range 11 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: 03-21-212-017
Address(es) of premises: 2554 Haver Hill Ct., Arlington Heights, IL 60004

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted up to the sum of 9000 principal promissory note, bearing even date herewith, payable in 59 installments of \$407.07 each and the final installment of \$407.07 beginning on 12-07-1988 and continuing on the same day of each successive month thereafter until paid in full.

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, or removal or falling, all buildings or improvements on said premises that may have been destroyed or damaged; (4) that water to said premises shall not be cut off or curtailed; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, which insurance shall be maintained to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with a loss clause attached payable 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 Trustee 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 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 in money or kind) the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment to the holder of said indebtedness, at the rate of 12 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 holder 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 12 percent per annum, shall be recoverable by the holder of said indebtedness, 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 copying abstract showing the whole title of said premises embracing foreclosure decree, to be paid by the Grantor, and the like expenses and disbursements, incurred by any suit or proceeding wherein the grantor 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 proceedings, or any decree of sale shall have been entered or not, shall not be discontinued, matured or hereof given, until all such expenses and disbursements, and costs of suit, including attorney's fees, have been paid. The Grantor, as the Grantor, executor, administrators, 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 of and charge of said premises with power to collect the rents, issues and profits of said premises.

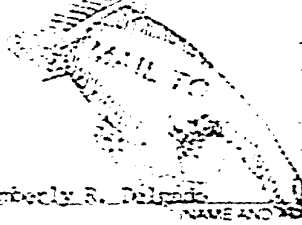
The name of a tenant owner is David J. Hamilton and Karen Hamilton, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Robert E. Kowall of said County is hereby appointed to be first successor in this trust; and if for any like cause he should 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 n/a

Witness the hand and seal of the Grantor this 22 day of October, 1988.

Please print or type names below signature(s)



David J. Hamilton (SEAL)
DAVID J. HAMILTON

Karen Hamilton (SEAL)
KAREN HAMILTON

This instrument was prepared by Kimberly R. Delgado (NAME AND ADDRESS)

12/27/E

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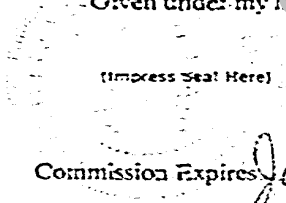
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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Suzanne J. Donato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Hamilton and Karen Hamilton, his wife

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 22nd day of October, 1988.



(Impress Seal Here)

Suzanne J. Donato
Notary Public

Commission Expires June 30, 1990

Property of Cook County Clerk's Office
895203355

BOX No.

SECOND MORTGAGE
Trust Deed

TO

DONNA NIEMANN

Legal Description of Property to be mortgaged
to be shown on the plat of the property to be
mortgaged and on the plat of the property to be
released. The property to be mortgaged shall be
the same as the property to be released.

GEORGE E. COLE
LEGAL FORMS