

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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-88-547993

THIS INDENTURE WITNESSETH, That Norman R. Nied
AND SUSAN L. Becker

(hereinafter called the Grantor), of
6329 W. 93rd St. OAK LAWN ILL. 60453
(No. and Street) (City) (State)

for and in consideration of the sum of \$14,605.00
Dollars

in hand paid, CONVEY AND WARRANT to
Merchandise National Bank of Chicago
of Merchandise Mart Chicago, Ill. 60654
(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 and State of Illinois, to-wit:

DEPT-01 \$13.00
T#1111 TRAN 4850 11/29/88 12:12:00
#6161 #A *-88-547993
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Legal Description: Lot 2 in Henry Roalfsema's Resubdivision of Lot 20 (except the South 200 feet of the West 200 feet of Lot 20) of Oak Lawn Farms, being Charles W. James Subdivision of the Southwest 1/4 of Section 5, Township 37 North, Range 13, East of the Third Principal Meridian, except East 1/2 of the East 1/2 of the Southwest 1/4 of said Southwest 1/4, in Cook County, Illinois.

-88-547993

Address(es) of premises: 6329 W. 93rd St, Oak Lawn, Ill. 60453

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon A Real Estate Installment Contract bearing even date herewith, payable

To Abco Academy Builders, INC and Assigned to merchandise NATIONAL BANK of Chicago, in 120 monthly installments of \$235.62, with the first installment due 30 days after completion. Net proceeds of \$14,605.00 at an annual percentage rate of 15.0%

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 be rebuilt, 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 jointly 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 grantor or gagee 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 15.0 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 15.0 per cent 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 documents, evidence, stenographer's charges, cost of procuring or compiling 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 shall any order be 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 Norman R. Nied and Susan L. Becker

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

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 14 day of September, 1988

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

Norman R. Nied
Susan Lee Becker (SEAL)
SUSAN L. Becker

This instrument was prepared by Abco Academy Builders, INC, 3259 W. Columbus, Chgo - 60652
(NAME AND ADDRESS)

-88-547993

88547993

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, JO-ANNE DAVEY a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Norman R. Nield and Susan L. Becker

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 14th day of September, 1988

AAAAA
(Impress Seal Here) "OFFICIAL SEAL"
Jo-Anne Davey
Notary Public, State of Illinois
My Commission Expires 9/30/91
Commission Expires
AAAAA

Jo-Anne Davey
Notary Public

88-547993

BOX 422

BOX No.

SECOND MORTGAGE

Trust Deed

NORMAN R. NIELD

SUSAN L. BECKER

6329 W. 93RD ST.

OAK LAWN, ILL.

TO

MEECHANWISSE NAT'L BANK

OF CHICAGO

MEECHANWISSE MART

CHICAGO, ILL. 60452

BOX 422

GEORGE E. COLE
LEGAL FORMS

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TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
February, 1965

CAUTION: Grantor 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.

THIS INDENTURE WITNESSETH, That Norman B. Nied
AND Susan L. Becker

(hereinafter called the Grantor), of
Ill. Cook

for and in consideration of the sum of
\$14,605.00

Dollars

in hand paid CONVEY AND WARRANT

(see attached)

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): 44-05-902-017

Address(es) of premises: 0309 W 93rd St, Oak Lawn, Ill. 60453

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein,
WHEREAS, The Grantor is justly indebted upon Real Estate Mortgage bearing even date herewith, payable

To Abcd Academy Builders, Inc and assigned to merchandise
National Bank of Chicago, in 180 monthly installments of \$35.62,
with the first installment due 30 days after completion.
Net proceeds of \$14,605.00 at an Annual percentage rate
of 15.0%

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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

premises that may have been destroyed or damaged; (3) that within sixty days after destruction or damage to rebuild, restore or improvements, and on

any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies

acceptable to the holder of the first mortgage indebtedness, with loss clause attached hereto, to the first Trustee or Mortgagee, and second, to the

Trustee herein as their interests may appear, which policies shall be let 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 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 grantor or the

holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or file 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 15.0% 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 15.0% 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 a certifying 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 said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such

expenses and disbursements shall be an additional part of said premises, shall be taxed as costs and included in any decree that may be rendered in

such foreclosure proceedings; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given,

until all such expenses and disbursements, 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 of the real estate removed from said

County of the deed of removal from said

County of the grantee, or of his resignation, refusal or failure to act, then

and if for any like cause said 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 14 day of September, 1988

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

Norman B. Nied
Susan L. Becker

(SEAL)

Susan L. Becker

This instrument was prepared by Abcd Academy Builders, Inc, 9309 W. Columbus, (Chicago) 60652

(NAME AND ADDRESS)

60652

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88-547993

88-547993

DEPT-01 \$13.00

#1111 TRNN 4850 11/29/88 12:12:00

#4161 # 9 * 88-547993

COOK COUNTY RECORDER

02-01-1988

BOX 422

BOX No.

SECOND MORTGAGE

Trust Deed

NORMAN R. NIED
SUSAN L. BECKER

6389 W. 93RD ST.
DIX LAWN, ILL.

TO

LEICHAORSE MTRL BANK
OF CHICAGO
LEICHAORSE 4445
CHICAGO, ILL. 60453

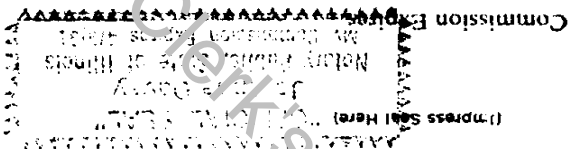
UNOFFICIAL COPY

BOX 422

GEORGE E. COLE
LEGAL FORMS

88-547993

Property of Cook County



George E. Cole
Notary Public

Given under my hand and official seal this 14th day of September, 1988

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

I, George E. Cole a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Norman R. Nied and Susan L. Becker

STATE OF Illinois
COUNTY OF Dick
ss.