

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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A 961880 J

THIS INDENTURE WITNESSETH, That Michael S. Nystrand and Julia Mackay, A/K/A Julia Nystrand as joint tenants (hereinafter called the Grantor), of 1704B Northfield Square, Northfield, Il. 60093 (No. and Street) (City) (State)

for and in consideration of the sum of fifteen thousand five hundred and no/100's Dollars in hand paid, CONVEY AND WARRANT to Bank of Northfield

88039038

of 400 Central Ave, Northfield, Il. 60093 (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:

See attached

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): 05-19-314-067-1014  
Address(es) of premises: 1704B Northfield Square, Northfield, Il. 60093

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, WHEREAS, The Grantor is justly indebted upon the principal promissory note bearing even date herewith, payable in full at maturity on August 23, 1988 or as may be renewed or extended.

COOK COUNTY, ILL.  
CLERK OF COURTS

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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 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 pertaining 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 1% O.P. 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 1% O.P. per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same of 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 document and 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 release 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 the said premises.

The name of a record owner is Michael S. Nystrand and Julia Mackay

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 Bank of Northfield 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 23rd day of January, 1988

Michael S. Nystrand (SEAL)  
Michael S. Nystrand

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

Julia M Nystrand (SEAL)  
Julia Mackay (SEAL)  
A/K/A Julia Nystrand  
Bank of Northfield

This instrument was prepared by Marianne White, 400 Central Ave, Northfield, Il. 60093 (NAME AND ADDRESS)

BOX 333-CC

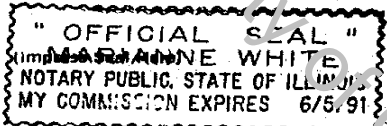
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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Marianne White, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael S. Nystrand and Julia Mackay, AKA Julia Nystrand

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 23rd day of January, 1988.



Marianne White  
Notary Public

Commission Expires \_\_\_\_\_

Cook County Clerk's Office

85039038

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS

UNIT NUMBER 1704-"B" AS DELINEATED ON SURVEY, OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED TO AS PARCEL 1): THAT PART OF LOT 1, IN THE PLAT OF CONSOLIDATION, OF PARTS OF LOTS 4 AND 5, IN HAPP'S SUBDIVISION OF THE SOUTH PART OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH ALL OF LOTS 3 AND 5, OF SIEBEL'S RESUBDIVISION OF PART OF LOT 3, IN SAID HAPP'S SUBDIVISION; AND LOT 10, IN SCHMIDT'S SUBDIVISION OF PART OF LOT 2, IN SAID HAPP'S SUBDIVISION, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, ON THE EASTERLY LINE OF SAID LOT 1, IN THE PLAT OF CONSOLIDATION, AFORESAID, (BEING ALSO, THE WESTERLY LINE OF HAPP ROAD), 224.36 FEET, NORTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE WEST, ALONG A LINE, PARALLEL WITH AND 196.5 FEET, NORTH OF THE SOUTH LINE OF SAID LOT 1; A DISTANCE OF 292.5 FEET; THENCE NORTHEASTERLY, 131.83 FEET TO A POINT, ON A LINE, 69.5 FEET, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1, IN THE PLAT OF CONSOLIDATION, AFORESAID; THENCE EAST, ALONG SAID PARALLEL LINE, 155.25 FEET TO A POINT, ON THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTHEASTERLY, ALONG SAID EASTERLY LINE OF LOT 1, 159.33 FEET, TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTHFIELD, IN COCK COUNTY, ILLINOIS; WHICH SAID SURVEY, IS ATTACHED AS EXHIBIT "A", TO CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP, MADE BY THE MALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED, SEPTEMBER 28, 1970, AND KNOWN AS TRUST NUMBER 2185, AND RECORDED, IN THE OFFICE OF THE RECORDER OF COCK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22440037; TOGETHER WITH AN UNDIVIDED 5.55 PERCENT INTEREST IN SAID PARCEL, (EXCEPTING FROM SAID PARCEL, ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREON, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY); ALL IN COCK COUNTY, ILLINOIS

03039038

Property of