

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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88055135

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THIS INDENTURE WITNESSETH that RAYMOND C. HAMILTON AND ELLEN M. HAMILTON, His Wife,

(hereinafter called the Grantor), of 4101 Ellington, Western Springs, Illinois, (City) (State)

for and in consideration of the sum of One Hundred Sixty Five Thousand and no/100 plus interest----- 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, (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:

Above Space For Recorder's Use Only

LOT 14 (EXCEPT SOUTH 50 FEET) IN BLOCK 18 IN FIELD PARK, BEING A SUBDIVISION OF THE WEST 5/8 OF THAT PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, LYING 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 (S) 18-05-120-032-0000 DAO UM
Address(es) of premises 4101 Ellington, Western Springs, Illinois 60558

12.00

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

Payable to the order of First of America Bank - Golf Mill at its office in Niles, IL the principal sum of \$165,000.00 plus interest on the unpaid principal balance outstanding, from time to time from 1/12/88 until maturity at the rate per annum, equal to .50% in excess of Lender's Base Rate. Repayment of the indebtedness shall be in a single principal payment due on 7/18/88. Interest payments on the unpaid principal balance shall be made monthly beginning on 2/8/88 and continuing on the same day of each month thereafter until the indebtedness herein is fully paid.

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 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 said Trustee or Mortgagee 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 all money so paid by Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at the rate per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements by the whole or 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 ~~per cent~~ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if a lot 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 preparation, 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, when a decree of sale shall have been entered or not, shall not be dismissed, nor relief 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 Raymond C. Hamilton and Ellen M. Hamilton, His Wife, 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 19th day of January, 1988

*2.50% In excess of Lender's Base Rate

Raymond C. Hamilton (SEAL)
RAYMOND C. HAMILTON

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

Ellen M. Hamilton (SEAL)
ELLEN M. HAMILTON

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

copy
1 whole
2 1/2 of

PROPERTY OF COOK COUNTY MORTGAGE

88055135

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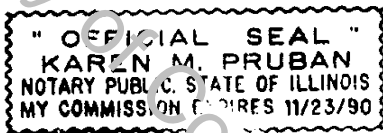
STATE OF Illinois)
COUNTY OF Cook) ss.

I, _____ the undersigned, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond C. Hamilton and Ellen M. Hamilton,

_____ 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 19th day of January, 1988.

(Impress Seal Here)



Karen M. Pruban
Notary Public

Commission Expires

COOK COUNTY ILLINOIS
FILED FOR RECORD

1988 FEB -5 PM 12:38

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BOX No. _____

SECOND MORTGAGE

Trust Deed

RAYMOND C. AND ELLEN M. HAMILTON

TO

FIRST OF AMERICA BANK - GOLF HILL

BOX 333 - TH

GEORGE E. COLE
LEGAL FORMS

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COOK County Clerk's Office