

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

89152589

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DA 8040684

THIS INDENTURE WITNESSETH, That Dennis Smalley and Judith Smalley, his wife

(hereinafter called the Grantor), of

1415 Glenwood Ave., Glenview, IL 60025

for a loan to Prairie Street Townhomes Limited Partnership and in consideration of the sum of

Eight hundred twenty-five thousand and no/100-- Dollars

in hand paid, CONVEY AND WARRANT to

BANK OF HIGHLAND PARK

of 1835 First Street, Highland Park, IL 60035

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 1 in Douglass H. Ebstyn's Subdivision of Lot 48 in Glenview Highlands, being a Subdivision of part of the East 1/2 of Section 26, Township 42 North, Range 12 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): 04-26-405-005 <sup>015</sup> H X O

Addressee(s) of premises: 1415 Glenwood Ave., Glenview, IL 60025

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS The Grantor is justly indebted upon their principal \*Guaranty ON DEMAND pursuant to the terms and conditions of the aforesaid Guaranty

If the amount secured by this instrument is less than the amount of the debt secured by the instrument, the holder and without notice hereof shall be deemed to have been paid.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

12.00

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 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 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 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 three 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 three per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if it were 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 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 relief 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 Bank of Highland Park 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 of S and seal S of the Grantor this 23rd day of March, 1988

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

Dennis Smalley (SEAL)

Judith Smalley (SEAL)

This instrument was prepared by Mr. Randy L. Green, 1835 First Street, Highland Park, IL (NAME AND ADDRESS)

89152589

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Lake } ss.

I, Elinor Mork, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis Smalley and Judith Smalley

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 March, 19 88.

(Impress Seal Here)

Elinor Mork  
Notary Public

My Commission Expires Dec 4, 1989  
Commission Expires

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1988 APR 13 PM 1:51

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BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

BOX 383 - HW

Mari To

BR of Highland PK

1835 Janet St.

Highland PK, Ill. 60033

GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

This instrument was prepared by Mr. Randy L. Green, 1835 First Street, Highland Park, IL (NAME AND ADDRESS)

Please print or type names) below signature(s)  
Dennis Smalley  
Judith Smalley

Witness the hand and seal of the Grantor this 23rd day of March 1988

This trust deed is subject to the following terms and conditions: and if for any reason said first successor (or his successor in this trust) shall release said premises to the party entitled, on receiving his reasonable charges, the grantor or his successor in this trust shall be deemed to have assigned to the party entitled all of the rights and interests in the premises...

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal of office at the County of Cook, State of Illinois, on the day and date first above written.

IT IS AGREED BY THE GRANTEE that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof... shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said premises, shall be taxed as costs and included in any order that may be rendered in such suit or proceeding...

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal of office at the County of Cook, State of Illinois, on the day and date first above written.

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12.00

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FORM NO. 2202 February, 1985

TRUST DEED SECOND MORTGAGE (ILLINOIS)

LEGAL FORMS GEORGE E. COLE

DA 88-684

County Clerk's Office

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BOX NO.

SECOND MORTGAGE  
Trust Deed

TO

BOX. 333 - HW

Mail To:

PK of Highland PK  
1435 First St.  
Highland PK, Ill. 60035

GEORGE E. COLE  
LEGAL FORMS

68525188

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1989 APR 13 PM 1:51

88152589

Property of Cook County Clerk's Office

Commission Expires  
My Commission Expires Dec. 7, 1989

(Impress Seal Here)

Given under my hand and official seal this 23rd day of March, 1988.

Notary Public

*Dennis Smalley*

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  
appeared before me this day in person and acknowledged that they signed, sealed and delivered the said  
personally known to me to be the same person, whose name is, subscribed to the foregoing instrument,

State aforesaid, DO HEREBY CERTIFY that Dennis Smalley and Judith Smalley  
I, Elinor Mork, a Notary Public in and for said County, in the

STATE OF Illinois }  
COUNTY OF Lake }  
ss.