

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 AUG 30 PM 3:09

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THIS INDENTURE WITNESSETH, That RICHARD BAUM, Divorced
and not since remarried

(hereinafter called the Grantor), of 8926 North Shore,
Unit #102B, Des Plaines, IL

for and in consideration of the sum of Fifty Three Thousand and
Two Hundred and 01/100 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

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

Above Space For Recorder's Use Only

See Attached "Exhibit B" hereby made a part of for legal description

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) 09-10-401-076-1002

Address(es) of premises: 8926 North Shore, Unit #102B, Des Plaines, IL

13.00

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon *One Commercial Installment Note bearing even date herewith, payable

*One Commercial Installment Note

To the order of First of America Bank - Golf Mill at its office in Niles, IL the principal sum of Fifty Three Thousand Two Hundred and 01/100 (\$53,200.01) plus interest at the rate of 3% in excess of Lender's Base Rate, interest floor of 13.5% per annum from August 17, 1989 until maturity. Repayment of the indebtedness shall be in 35 equal, consecutive principal installments of \$1,477.78 each, beginning September 17, 1989 and continuing on the same day of every month thereafter until fully paid, plus concurrent payments of interest at the above stated rate on the unpaid principal balance outstanding from time to time with a final payment of all remaining principal and interest due at maturity.

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 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 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 of ** 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 in whole or in part 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 ** percent 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 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, with the 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 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: Richard Baum, Divorced and Not since Remarried

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

First of America Bank - Golf Mill 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, S. and seal of the Grantor this 17th day of August, 1989.

**Lender's Base Rate plus 5%,
floor of 18%.

Richard Baum (SEAL)

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

Richard Baum (SEAL)

This instrument was prepared by Tracy DiPietro, First of America Bank-Golf Mill, 9101 Greenwood Ave.
(NAME AND ADDRESS) Niles, IL 60648

ACCUMULATION
CENTENNIAL TITLE INCORPORATED

89407964

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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 Richard Baum

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 17th day of August, 1989.

(Impress Seal Here)

" OFFICIAL SEAL "
KAREN M. PRUBAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/23/90

Karen M. Pruban
Notary Public

Commission Expires

89407964

BOX No.

SECOND MORTGAGE
Trust Deed

Richard Baum, Divorced and

not since Remarried

TO

First of America Bank-Golf Mill

Box 343

GEORGE E. COLE®
LEGAL FORMS

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89-407964

"Exhibit B"

THAT PART OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID SOUTHEAST QUARTER OF SECTION 10; THENCE NORTH 1290.89 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE WEST 636.16 FEET ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID SOUTHEAST QUARTER, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING WEST 184.33 FEET ALONG THE WESTERLY EXTENSION OF SAID PERPENDICULAR LINE; THENCE NORTH 73.45 FEET ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHEAST QUARTER; THENCE EAST 184.92 FEET ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF THE AFORESAID SOUTHEAST QUARTER; THENCE SOUTH 73.45 FEET ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE AFORESAID SOUTHEAST QUARTER TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

8926 North Shore, Unit #102E, Des Plaines, IL

P.I.N. #09-10-401-076-1002

CENTENNIAL TITLE INCORPORATED

of Cook County Clerk's Office

89407964

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Property of Cook County Clerk's Office

GENERAL EITZ JAMES

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