

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)CAUTION: Lender's legal description of property may differ from this form.
All warranties, including those for title, are made by the lender.

89461575

THIS INSTRUMENT WITNESSETH That
Lois S. RichTherematter called the (Grantor), of
958 W. Willow Chicago Illinois
(See and Street)for and in consideration of the sum of ***Forty Three Thousand**
and 00/100* Line of Credit Dollarsin hand paid, CONVEY AND WARRANT to
Deerbrook State Bank
of 160 S. Waukegan Rd Deerfield Illinois
(See and Street)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 CookUnit 958-2 in Cookie Company Condominium as delineated on the survey of Lots 4 & 5
in the subdivision of Lots 49 and 50 of Sub-block 4 of Block 5 in Sheffield's Addition
to Chicago of Section 32, Township 40 North, Range 14, East of the Third Principal
Meridian, in Cook County, Illinois, which survey is attached to the Declaration
of Condominium Ownership and of easements, restrictions, covenants and by-laws
for Cookie Company Condominium Association recorded in the Office of the Recorder
of Deeds of Cook County Illinois as Document Number 25452583, together with its
undivided percentage interest in the common elements. 14-32-411-078-1003

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

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

WHEREAS The Grantor is justly indebted upon her principal promissory note bearing even date herewith, payable
principal reduction at maturity January 30, 1989 and
~~interest paid monthly beginning September 03, 1989~~
interest paid monthly beginning September 03, 1989

Id 14-32-411-078-1003

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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 and 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 mortgagee 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 by the Grantor agrees to repay immediately
without demand, and the same with interest thereon from the date of payment at $FP + 4\%$ 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 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 $FP + 4\%$ (14%) percent per annum, shall be recoverable by foreclosure hereon, or by suit at law, or both, the same with all of said indebtedness had
then matured by express terms.IT IS AGREED by the Grantor that all expenses and disbursements, 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 prior mortgage and 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 said premises.

The name of a record owner is Lois S. Rich

IN THE EVENT of the death, removal from said Cook
Chicago Title and Trust Co.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 First Mortgage

Witness the hand and seal of the Grantor this 8th day of August 1989

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

Lois S. Rich

(SEAL)

(SEAL)

This instrument was prepared by Diane L. Raymond 160 S. Waukegan Road Deerfield IL 60015
(NAME AND ADDRESS)

89461575

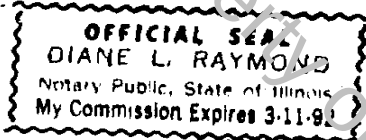
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STATE OF Illinois } ss.
COUNTY OF Cook }

I, Diane L. Raymond, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lois S. Rich

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 she signed, sealed and delivered the said instrument as her 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 notarial seal this 8th day of August, 1989



Diane L. Raymond
Notary Public

Commission Expires 3-11-92

Cook County Clerk's Office

133481575

BOX No.

SECOND MORTGAGE

Trust Deed

TO

