

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

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89468969

THIS INDENTURE WITNESSETH, That Harry R. Wallner  
and Maureen Wallner, his wife

(hereinafter called the Grantor), of  
917 Linden Oak Park, IL. 60302  
(No. and Street) (City) (State)

for and in consideration of the sum of  
NINETEEN THOUSAND ONE HUNDRED FIFTY AND NO/100 Dollars

in hand paid, CONVEY AND WARRANT to  
First Security Bank of Wood Dale  
of 372 Wood Dale Rd. Wood Dale, IL 60191  
(No. and Street) (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: Lot Nineteen (19) in May Manor, a Subdivision of the West Sixteen and fifty-seven one-hundredths (16.57) acres of the South Fifty (50) acres of the North East quarter (NE 1/4) of Section Six (6), Township Thirty Nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, according to the Plat of said Subdivision recorded February 9, 1922, in Book 169 of Plate, Page 6, as Document 7397730 in Cook County, Illinois.

Above Space For Recorder's Use Only

DEPT-01 RECORDING \$12.25  
T82222 TRAN 2465 10/04/89 09:13:00  
40248 \* B \* 89-468969  
COOK COUNTY RECORDER

89468969

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): 16-03-205-021

Address(es) of premises: 917 Linden Oak Park, IL. 60302

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

WHEREAS, The Grantor is justly indebted upon one principal promissory note bearing even date herewith, payable in 59 installments of \$416.79 and a final installment of \$416.79 beginning on NOVEMBER 1, 1989, and continuing on the same day of each successive month thereafter until fully paid. All payments shall be first applied to the unpaid service charge, if any, then to accrued interest to date of actual payment with the remainder applied to the unpaid balance of principal. The amount of the final installment will be adjusted to reflect actual interest earned as a result of early or late payment of any installments.

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 repair of 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 carry 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 with companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee, 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 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 11.00 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 11.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same or if any 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 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 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 proceedings, 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 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: Harry R. Wallner and Maureen Wallner, his wife

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 Security Bank of Wood Dale 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 n/a

Witness the hand S and seal S of the Grantor this 29th day of SEPTEMBER, 1989

Harry R. Wallner (SEAL)  
Harry R. Wallner

Maureen Wallner (SEAL)  
Maureen Wallner

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

MAIL TO: This instrument was prepared by Ben Talvas for First Security Bank of Wood Dale, 372 Wood Dale Rd. Wood Dale, IL 60191  
(NAME AND ADDRESS)

RE: TITLE SERVICES # R10-92



# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF Du Page } ss.

I, \_\_\_\_\_ The undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harry R. Wallner and Maureen Wallner  
917 Linden Oak Park, Il 60302

personally known to me to be the same person ~~s~~ whose name ~~s~~ ~~as~~ 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 23<sup>RD</sup> day of SEPTEMBER, 19 89.  
CHARLOTTE NEAULT  
NOTARY PUBLIC, STATE OF ILL.  
MY COMMISSION EXPIRES 7/25/92

*Charlotte Neault*  
\_\_\_\_\_  
Notary Public

Commission Expires 7/25/92

Cook County Clerk's Office

BOX No. 69488969  
SECOND MORTGAGE  
**Trust Deed**

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\_\_\_\_\_  
\_\_\_\_\_  
TO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GEORGE E. COLE®  
LEGAL FORMS