

TRUST DEED SECOND MORTGAGE (ILLINOIS) UNOFFICIAL COPY

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7175899 Family Accommodations

THIS INDENTURE WITNESSETH, That Bjorn M. Hestad and Florence A. Hestad, his wife (hereinafter called the Grantor), of 850 Happ Road, Northfield, Illinois (City) (State)

89045071

for and in consideration of the sum of One Million Dollars & 00/100 Dollars in hand paid, CONVEY AND WARRANT to NBD Glenbrook Bank

13.00

of 2801 Pfingsten Rd., Glenview, Illinois (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

Address of Property: 850 Happ Rd., Northfield Cook County Permanent Real Estate Index Number: 04-13-303-019

Legal Description: Part of the NE 1/4 of the SW 1/4 of Section 13, Township 4 N., Range 14, East of the 1st Principal Meridian, beginning at a point of intersection of center line of Happ Road with the S. line of N. 528 feet of said NE 1/4 of the SW 1/4, thence N. along S. line of said N. 528 feet to a point 294.83 feet W. of S. line of said NE 1/4 of the SW 1/4, thence N. 27 degrees, 13 minutes, 30 seconds W. 92 feet, thence S. parallel with the S. line of said N. 528 feet to the center line of Happ Road thence Southeasterly along center line of Happ Road to place of beginning, in Cook County, Illinois.

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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 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 of 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 \_\_\_\_\_ 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 the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured, on 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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of proof or of 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 grantor 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 release hereof given, until 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Bjorn M. and Florence A. Hestad Cook County of the grantee, or of his resignation, refusal or failure to act, then NBD Glenbrook Bank 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed subject to Witness the hand and seal of the Grantor this 27th day of January, 1989

Please print or type name(s) below signature(s) Bjorn M. Hestad (SEAL) Florence A. Hestad (SEAL)

This instrument was prepared by Blair K. Robinson, 2801 Pfingsten Road, Glenview, Il. 60025 (NAME AND ADDRESS)

Mail TO: BOX 333 - TH

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, \_\_\_\_\_, a Notary Public in and for said County, of the State aforesaid, DO HEREBY CERTIFY that Bjorn M. Bestad and Florence A. Bestad,

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 27th day of January, 1980.

(Impress Seal Here)

Notary Public

Commission Expires \_\_\_\_\_

Property of Cook County Clerk's Office

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BOX No.

SECOND MORTGAGE

Trust Deed

# UNOFFICIAL COPY

BOX 333 - TH

Form 87-362 Bankforms, Inc

(NAME AND ADDRESS)

Blair K. Robinson, 2801 Pfingsten Road, Glenview, IL. 60025

This instrument was prepared by

as well to:

(SEAL)

Florence A. Hestad

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

(SEAL)

Bjorn M. Hestad

Witness the hand S and seal S of the Grantor this 27th day of January, 1989

This trust deed is subject to

IN THE EVENT of the death or removal from said NBD Glenbrook Bank of said County is hereby appointed to be first successor in this trust. If for any like cause said first successor fails or refuses to act, then the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

The name of a record owner is Bjorn M. Hestad and Florence A. Hestad. I, the grantor, do hereby appoint a receiver to take possession of the premises and to collect the rents, issues and profits of the said premises. 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 foreclosure proceedings, and agrees that upon the thing of any party claiming under the Trust, the grantor, not release before given, but 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 foreclosure proceedings, and agrees that upon the thing of any party claiming under the Trust, the grantor, not release before given, but 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 foreclosure proceedings, and agrees that upon the thing of any party claiming under the Trust, the grantor, not release before given, but such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the principal and interest thereon when due, the grantor 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 the rate of        per cent per annum. IN THE EVENT of a breach of any of the above covenants, the whole of said indebtedness, including principal and all interest earned interest, shall, at the option of the legal holder thereof, become immediately due and payable, and with interest thereon from time of such breach at the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured. IN THE EVENT of a breach of any of the above covenants, the whole of said indebtedness, including principal and all interest earned interest, shall, at the option of the legal holder thereof, become immediately due and payable, and with interest thereon from time of such breach at the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured.

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 or damage to or damage to or damage to 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 acceptable to the holder of the first mortgage first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, such 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 principal and interest thereon when due, the grantor 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 the rate of        per cent per annum.

WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable at NBD Glenbrook Bank, in full at maturity on       , and any renewal or extension thereof. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, 850 Happ Road Northfield, Illinois 60093 Permanent Real Estate (index number(s)):        Address(es) of premises:       

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

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SECOND MORTGAGE  
Trust Deed

Page No.

in

89045071

Property of Cook County Clerk's Office

Commission Expires

Notary Public

Witness Seal Here

Given under my hand and official seal this 27th

day of January, 1999.

of the right of home end

ment. There are free and voluntary act for the uses and purposes therein set forth, including the release and  
red before me this day in person and acknowledged that they signed, sealed and delivered the said  
fully known to me to be the same persons whose names are subscribed to the foregoing instrument,

Notary Public in and for said County, in the presence of HERRY CLERY that Bjorn M. Hestad and Florence A. Hestad, His Wife

} ss.