

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

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THIS INDENTURE WITNESSETH, that Paul G. Bryant and Joy S. Bryant his wife, in joint tenancy with rights of survivorship (hereinafter called the Grantor), of

1021 Brentwood Circle, Buffalo Grove, IL 60089
(No. and Street) (City) (State)

for and in consideration of the sum of \$135,000.00 Dollars

in hand paid, CONVEY AND WARRANT to Bank of the North Shore of 1819 Lake Cook Road, Northbrook, IL 60062
(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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

Unit 10-1 in Lovington Manor Condominium as delineated on a survey of the following described real estate: Part of the East 1/2 of the North East 1/4 of Section 8, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 2742916 and amended from time to time together with its undivided percentage interest in the common elements in Cook County, Illinois.

P. I. N. 03-08-201-038-1001

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 performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon two principal promissory note bearing even date herewith, payable

in the amount of \$35,000.00 dated January 17, 1989 with interest at the stated rate of lenders prime rate plus 2.75%, floating and late fees as more fully described on the note, with monthly principal and interest payments of \$675.39 beginning February 15, 1989 until maturity, January 15, 1990 and including any and all substitutions, extensions, and/or renewals thereof.

in the amount of \$100,000.00 dated January 17, 1989 with interest at the stated rate of lenders prime rate plus 2.75%, floating and late fees as more fully described on the note, with interest payable monthly beginning February 15, 1989 until maturity, January 15, 1994 and including any and all substitutions, extensions, and/or renewals thereof.

THE GRANTOR

RIDER

In the event of the sale, contract sale, transfer or refinancing of the real estate pledged by this Second Mortgage, the full balance on the Note shall become due and payable upon demand. The loan evidenced by the Note, and the Second Mortgage securing the Note, are being made solely for the accommodation of the current owner of the real estate who is a customer of Bank of the North Shore. It is the express intention of Bank of the North Shore not to allow a subsequent buyer of the real estate to assume the indebtedness due on the Note secured by the Second Mortgage.

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then matured by express terms

IT IS AGREED by the Grantor that all expenses and disbursements 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 and deed 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 the 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 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 said premises.

The name of a record owner is Paul G. Bryant and Joy S. Bryant his wife

AND WHEN ALL OF THE FORESAID 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 and seal of the Grantor this 17th day of January, 1989.

X Paul G. Bryant (SEAL)
Paul G. Bryant

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

X Joy S. Bryant (SEAL)
Joy S. Bryant

This instrument was prepared by Raymond F. Chiamulera, Bank of the North Shore, 1819 Lake Cook Road, Northbrook, IL 60062

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Lake) ss.

I, Raymond F. Chiamulera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul G. Bryant and Joy S. Bryant

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 notarial seal this 17th day of January, 1989.



[Signature]
Notary Public

Commission Expires

RECORDING 13.00
39071276NH
CLOCK 13.00
1988A000 11:35

COOK County Clerk's Office

BOX No.	SECOND MORTGAGE Trust Deed	Paul G. Bryant and Joy S. Bryant	TO	Bank of the North Shore	Property Address: 1021 Brentwood Circle Buffalo Grove, IL 60089	Mail to: Bank of the North Shore 1919 Lake Cook Road Northbrook, IL 60062
					1300	89071276

UNOFFICIAL COPY

This instrument was prepared by Raymond F. Chalmers, Bank of the North Shore

Please print or type names of the grantor below signature(s) X Paul G. Bryant (SEAL) X Joy S. Bryant (SEAL)

Witness the hand and seal of the grantor this 17th day of January 1989

This trust deed is subject to the terms, conditions and provisions of the trust instrument... The name of a record owner is Paul G. Bryant and Joy S. Bryant his wife

It is agreed that all expenses and disbursements... shall be recoverable by foreclosure... without demand and the same with interest thereon from time of such breach

Without demand and the same with interest thereon from time of such breach... shall be recoverable by foreclosure... without demand and the same with interest thereon from time of such breach

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BOX No. _____

**SECOND MORTGAGE
Trust Deed**

Paul G. Bryant and Joy S. Bryant

TO

Bank of the North Shore

Property Address:

1021 Brentwood Circle
Buffalo Grove, IL 60089

Mail to:

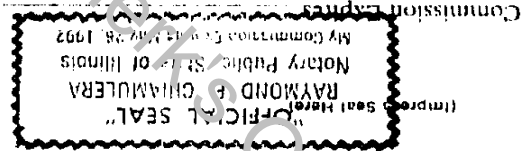
Bank of the North Shore
1819 Lake Cook Road
Northbrook, IL 60062

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECORDING 13.00
CHECK 13.00
1988A000 11:35



I, Raymond F. Chiamulera, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul G. Bryant and Joy S. Bryant 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 notarial seal this 17th day of January, 1989.

Notary Public

STATE OF Illinois }
COUNTY OF Lake }
ss.