

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH that Matthew A. Covey and Tracie L. Covey (hereinafter called the Grantor), of 106 Green Meadow Court Rolling Meadows, Illinois 60008

for and in consideration of the sum of six thousand two hundred sixty-five dollars and 92/100 in hand paid, CONVEY AND WARRANTS to Peerless Federal Savings Bank of 4930 N. Milwaukee Avenue Chicago, Illinois 60630

69105128

Above Space For Recorder's Use Only

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 119 in Meadow Edge unit #3, being a Subdivision in the South 1/2 of the Southeast 1/4 of Section 27, Township 42 North, Range 10 & the Northeast 1/4 of Section 34, Township 42 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on December 16, 1975 as Document #2846687.

Permanent Real Estate Index Number: 02-34-200-094
Address(es) of premises: 106 Green Meadow Court Rolling Meadows, Illinois 60008

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable in 48 monthly installments of \$130.54 each.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 loss of, or 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 hereby authorizes and agrees to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the 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 become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, or interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or charge 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 _____ per cent per annum, shall be recoverable by foreclosure in court, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AUTHORIZED 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, notary public'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 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 or 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 the said premises.

The name of a record owner is Matthew A. Covey and Tracie L. Covey Cook County of the grantee, or of his resignation, refusal or failure to act, then

and if for any like cause said first successor in interest shall 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 and seal of the Grantor this 6th day of March 1989

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

Matthew A. Covey (SEAL)
Tracie L. Covey (SEAL)

This instrument was prepared by Elizabeth M. Muniak 4930 N. Milwaukee Chicago, Illinois 60630 (NAME AND ADDRESS)

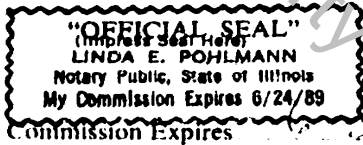
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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Linda E. Pohlmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Matthew A. Covey and Tracie L. Covey

personally known to me to be the same person^S whose name ^S They 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.

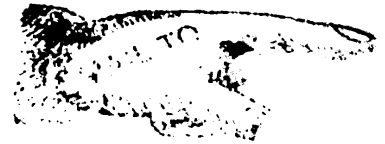
Given under my hand and official seal this 6th day of March, 19 89



Linda E. Pohlmann
Notary Public

RECORDING 12.00
00105128
FEE 12.00
3400A000 15.00

89105128



12/2/88

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

89105128

GEORGE E. COLE
LEGAL FORMS