

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

89207025

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1989 MAY -9 PM 12: 14

89207025

THIS INDENTURE WITNESSETH, That
Steven K. Ring and Diana K. Ring, his wife

(hereinafter called the Grantor), of

1423 Willow Road, Homewood, IL 60430

(No. and Street)

(City)

(State)

for and in consideration of the sum of

Eighteen Thousand and No/100----- Dollars

in hand paid, CONVEYED AND WARRANTED to

BEVERLY BANK-MATTESON

of Rt. 30 & Kostner Ave., Matteson, IL 60443

(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:
Lot 9 in Riegel Highlands, 4th Addition, being a Subdivision of part of the South 1/2 of the Northwest 1/4 of Section 5, Township 35 North, Range 14, East of the Third Principal Meridian, lying East of the Easterly Right of Way line of Riegel Road, in Cook County, Illinois.

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: 32-05-116-005

Address(es) of premises: 1423 Willow Road, Homewood, IL 60430

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

WITNESSETH, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable

Six month note with principal and interest at maturity, October 29, 1989.

12.00

This Trust Deed covers all renewals, extensions or conversions of the promissory note mentioned above.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as agreed, 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, which 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 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 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 any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.50 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 in the payment 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 12.50 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same, principal 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 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 a decree of sale shall have been entered or not, shall not be dismissed, nor relieved 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 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 same.

The name of a record owner is Steven K. Ring and Diana K. Ring, 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

Chicago Title and Trust Company

and if for any like cause said Trustee or 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 of 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.

PRINTED AND BOUND BY

Witness the hand and seal of the Grantor this 29th day of

April, 1989

Steven K. Ring

(SEAL)

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

Diana K. Ring

(SEAL)

MAIL TO:

This instrument was prepared by Valerie Harrell, Beverly Bank-Matteson, Rt. 30 & Kostner Ave., Matteson, IL 60443

(NAME AND ADDRESS)

BOX 15

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Will } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven K. Ring and Diana K. Ring, his wife

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 29th day of April, 1989.

(Impress Seal Here)

Commission Expires



Valeria H. Hall
Notary Public

89202025

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS