

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

89261225

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

The Illinois District Council of the Assemblies of God, Inc.
THIS INSTRUMENT WITNESSETH, That an Illinois not for profit religious
corporation ~~and its successors and assigns~~ ~~of Cook County~~

(hereinafter called the Grantor), of State Highway Route 4,
Carlinville, Illinois 62626

(No. and Street) (City) (State)
for and in consideration of the sum of Ten (\$10.00) Dollars
and other consideration,

to hand paid, CONVEY AND WARRANT to Diane L. Hiller and
Dawn A. Diesl

of 5843 N. Rockwell, Chicago, IL 60657
(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:

DEPT-01 \$13.00
T#1111 TRAN 0393 06/08/87 14:43:00
#1056 # A * - 89 - 261225
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

see legal description on reverse side hereof

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: 13-12-107-028
Address(es) of premises: 5444 N. Virginia, Chicago, IL 60625

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable

in full on June 5, 1991 in the principle amount of \$38,000.00 plus accrued interest from June 5, 1989 at 11.0% per annum

5-89-00606

BOX 334 89-261225 89261225
SECOND MORTGAGE

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 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 first 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 11.0 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 11.0 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 copying 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 a 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 said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, when a 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 the said premises.

The name of a record owner is: The Illinois District Council of the Assemblies of God, Inc.

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 Jonathan R. Rosenzleman

of said County is hereby appointed to be first successor in this trust; and if for any like cause the 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 a first mortgage dated 5/31/89 in favor of the General Council of the Assemblies of God, Inc. in the principle amount of \$100,000.00

Witness the hand and seal of the Grantor this 5th day of June, 19 89

Please print or type name(s) below signature(s) Ernest J. Moen
Ernest J. Moen, President of

The Illinois District Council of the Assemblies of God, Inc.

This instrument was prepared by Douglas W. Worrell, 33 N. LaSalle, #2127, Chicago, IL 60602
(NAME AND ADDRESS)

Jonathan L. Surratt (SEAL)
Secretary of the Illinois District Council of the Assemblies of God, Inc.

Jonathan L. Surratt (SEAL)
Secretary of the Illinois District Council of the Assemblies of God, Inc.

Additional provision no. 19 contained in rider hereto is incorporated herein by reference

1300

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Macoupin

ss.

I, Elaine Turner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Earnest J. Moen and Norman L. Surratt, President and Secretary, respectively, of the Illinois District Council of the Assemblies of God, Inc

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 heretofore.

Given under my hand and official seal this 2nd day of June, 1989

(Impress Seal Here)

Elaine Turner
Notary Public

My Commission Expires May 1, 1990

Commission Expires _____

Legal Description: Lot 1024 (Except the North 16 feet 8 inches) and the North 23 feet 4 inches of Lot 1025 in Britigan's Budlong Woods Golf Club Addition No. 4, being a subdivision of that Part of the North 1/2 of the North 1/4 of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian Lying East of the North Easterly Right of Way Line of the Sanitary District of Chicago, Except the North 33 feet taken for Bryn Mawr Avenue as per Plat recorded April 23, 1927, as Document No. 9626369 in Cook County, Illinois.

89261225

BOX No.

SECOND MORTGAGE

Trust Deed

TO

Mail to:
Jonathan R. Heintzelman
327 East Woodland Rd.
Lake Bluff, Ill. 60044

GEORGE E. COLE®
LEGAL FORMS

UNOFFICIAL COPY

ADDITIONAL PROVISIONS

19. ACCELERATION, REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment of full of all sums secured by the Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to, reasonable attorney's fees and costs of title evidence.

Property of Cook County Clerk's Office
89261225