

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.

THIS INDENTURE WITNESSETH, That Douglas E. Duwall and Deborah C. Duwall, his wife, in joint tenancy

(hereinafter called the Grantor), of 2410 Park Street, Rolling Meadows, Illinois 60008

for and in consideration of the sum of ten thousand and 00/100 Dollars

89279999

in hand paid, CONVEY AND WARRANT to NBD Glenbrook Bank

of 2801 Pfingsten Road, Glenview, Illinois 60025

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 789 IN ROLLING MEADOWS UNIT #5, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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(s): 02-36-208-036
Address(es) of premises: 2410 Park Street, 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 one principal promissory note bearing even date herewith, payable in forty-eight (48) monthly installments of principal and interest in the amount of \$265.80 per month, beginning on July 10, 1989 and continuing the same day of each successive month until June 10, 1993, the maturity date, at which time any and all remaining sums are due and payable in full or as may be renewed and/or extended beyond that date.

89279999

REC'D BY REC'DER # 12-1238

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 no 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 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 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 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 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 the first 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 preparing 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 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 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 rights to the possession of, and income from, said premises pending the 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 Douglas E. Duwall and Deborah C. Duwall

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 NBD Glenbrook Bank of said County is hereby appointed to be first successor in this trust, and 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 is subject to _____

Witness the hand S and seal S of the Grantor this 10th day of June, 19 89

Douglas E. Duwall (SEAL)
Douglas E. Duwall

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

Deborah C. Duwall (SEAL)
Deborah C. Duwall

This instrument was prepared by G. Gumbinger, 2801 Pfingsten Road, Glenview, Illinois 60025

UNOFFICIAL COPY

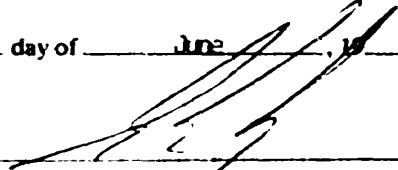
STATE OF Illinois }
COUNTY OF Cook } ss.

I, Gregory L. Gubinger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Douglas E. Duvall and Deborah C. Duvall

personally known to me to be the same person~~s~~ whose name~~s~~ 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 10th day of June, 1989

(Impress Seal Here)



Notary Public

Commission Expires November 20, 1989

DEPT-93 112 25
TW1111 TRAN 1593 02/23 89
#3975 # 42 # 11/11/89 12:00 PM
COOK COUNTY RECORDER

89276999

BOX No.

SECOND MORTGAGE

Trust Deed

10

Return recorded document to:

NFD Glenbrook Bank
2801 Pfingsten Road
Glenview, IL 60025

12 Mail

89-279999

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office