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TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Gregory T. Buseman and Terrienne B. Buseman, his wife as joint tenants

(hereinafter called the Grantor), of

1078 S. Plymouth Chicago IL 60605

for and in consideration of the sum of Fifteen Thousand Dollars

in hand paid, CONVEY S. AND WARRANT S. to IBM Mid-America Employees Federal Credit Union of 1700 N. Broadway Rochester MN 55904

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

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and State of Illinois, to-wit: Unit 402 in the Dearborn Park Unit 1 Townhomes Condominium, as delineated on a survey of the following described real estate: Lot 2 in Block 3 and all of Blocks 4 and 5 in Dearborn Park Unit No. 1, being a resubdivision of sundry lots and vacated streets and alleys in and adjoining blocks 127 to 134 both inclusive. CONTINUED ON REVERSE SIDE*** 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: 17-16-423-002-1077

Address(es) of premises: 1078 S Plymouth Chicago, IL, 60605

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

WHEREAS, The Grantor is justly indebted to IBM principal promissory note bearing even date herewith, payable

252 semi-monthly payments of \$97.50

Due on the 15th and 30th of each month

Beginning 11-29-88

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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 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 of 10.25 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 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 10.25 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 compiling 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 on 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 shall the hearing, 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: Gregory T. Buseman and Terrienne B. Buseman

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

of said County is hereby appointed to be first successor in this trust; and if 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 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 first mortgage with IBM Mid-America Employees Federal Credit Union of 1700 N. Broadway, Rochester, MN 55904

Witness the hand B. and seal B. of the Grantor this 31st day of October, 1988.

Gregory T. Buseman (SEAL)

Terrienne B. Buseman (SEAL)

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

This instrument was prepared by Antonia Bell 1701 Golf Road, Rolling Meadows, IL 60008
(NAME AND ADDRESS)

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STATE OF Illinois }
COUNTY OF DuPage } ss.

I, Cindy Myers, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory T. Buseman and Terrienne B. Buseman,
his wife as joint tenants

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 31st day of October, 1988.

(Impress Seal Here)

Cindy Myers
Notary Public

Commission Expires 9-18-89

***LEGAL DESCRIPTION CONTINUED FROM REVERSE SIDE...In school section addition to Chicago in Section 16, Township 39 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit 'A-2' to the declaration of Condominium recorded as Document 25201368 together with its undivided percentage interest in the common elements.

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DEPT-01 \$12.00
T#5555 TRAN 6305 07/19/89 11:29:00
8958 * E * -89-328616
COOK COUNTY RECORDER

BOX No.

SECOND MORTGAGE
Trust Deed

TO

89328616

125/E

GEORGE E. COLE
LEGAL FORMS