

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are included.

89337352

THIS INSTRUMENT WITNESSETH that William R. Gill and Bonnie S. Gill

(hereinafter called the Grantor), of 1570 Edgefield Lane, Hoffman Estates, Ill.

for and in consideration of the sum of Eight thousand five hundred eighty three and 48/100 Dollars

in hand paid, CONVEY AND WARRANT to Peerless Federal Savings Bank of 4930 N. Milwaukee Av. Chicago, Ill.

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 13 in Block 198 in the Highlands West at Hoffman Estates XXI being a Sub of part of the SE 1/4 and part of the E 1/2 of the NE 1/4 of Section 8, Township 41 North, Range 10, East of the Third Principal Meridian, in the Village of Hoffman Estates, Schaumburg Township, according to the plat thereof recorded 5-13-65 as Document #19463901 in the Office of the Recorder of Deeds of Cook County, Illinois.

Above Space For Recorder's Use Only

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois 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 36 monthly installments of \$238.43 each

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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 cause 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 Trustee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 be payable and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances of the premises, or discharge any tax lien or title affecting said premises, or pay all prior incumbrances and the interest thereon from time to time, and all moneys so to be paid by the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of _____ percent 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 the 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 _____ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if it were 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, sheriff'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 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 shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of procuring the holding attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, and 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 William R. Gill and Bonnie S. Gill

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 _____

Witness the hand s and seal s of the Grantor this 20th day of July 19 89

X William R. Gill (SEAL)
William R. Gill

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

X Bonnie S. Gill (SEAL)
Bonnie S. Gill

This instrument was prepared by D. Foster 7407 Milwaukee Niles, Ill.
(NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Lucretia H. Hill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William D. Hill and Bonnie Hill

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 homestead.

Given under my hand and notarial seal this 10th day of July, 1934.

(Impress Seal Here)

Lucretia H. Hill
Notary Public

Commission Expires March 17, 1943

DEPT. OF REVENUE \$12.00
TAXES PAID TO COOK COUNTY 10134100
PROPERTY TAX - 89 - 25.37 25202
COOK COUNTY RECORDS

59337352

BOX No.

SECOND MORTGAGE
Trust Deed

TO

2/24/34

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