

759878

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TRUST DEED

SECOND MORTGAGE (ILLINOIS)

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1:50

89347184

THIS INSTRUMENT WITNESSETH that Mark P. Melant and Dorothy L. Melant, his wife

(hereinafter called the Grantor), of 4051 South Artesian Chicago IL

89347184

for and in consideration of the sum of Five Thousand Three Hundred Fourteen Dollars and Thirty Nine Cents (\$5,314.39)

in hand paid, CONVEY AND WARRANT to Chicago Title and Trust Company of 111 W. Washington Street, Chicago, IL 60602

12.00

Below 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 21 in Block 1 in W.S. Hall's Subdivision of the North 9 acres of the South 14 acres of the North 28 acres of the South 60 acres of the East 1/2 of the North East 1/4 of Section 1, Township 38 North, Range 13, 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: 19-01-215-158-0000

Address(es) of premises: 4051 South Artesian, Chicago, 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 Fifteen (15) monthly installments until paid in full pursuant to the terms and conditions of the aforesaid Note

If the property or any portion thereof covered by this mortgage shall be sold, conveyed or transferred, the principal of the note remaining unpaid, together with accrued interest thereon, shall, at the election of the holder, and without notice, become due and payable.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as provided 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 or destruction of 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 hereby authorizes to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the Trustee or Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the holder of the first mortgage, or Trustee and 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 discharge any tax lien or lien 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 sum with interest thereon from the date of payment at Nine (9%) per cent per annum shall be so much in addition to indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreement, the principal 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 Nine (9%) per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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, 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, as 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 of sale shall have been entered or not, shall not be dismissed, nor released or given up until all such expenses and disbursements, and the cost of suit, including attorney's fees, have been paid. The Grantor and 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 this complaint in foreclosure, this Trust Deed, the court in which such complaint is filed, may at once, and without notice to the Grantor, or to any party, appoint a receiver to take possession of 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: Mark P. Melant and Dorothy L. Melant

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 and if for any like cause said 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 1st Mortgage

Witness the hand and seal of the Grantor this 1st day of July 1989

MARK P. MELANT (S) (A)

DOROTHY L. MELANT (S) (A)

Please print or type names below signature(s)

This instrument was prepared by Gesas, Pilati and Gesas, Ltd.

(NAME AND ADDRESS)

BOX 393

89347184

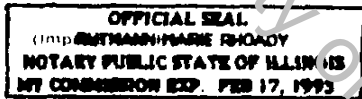
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STATE OF Illinois }
COUNTY OF Cook } ss.

I, **Ruthann Marie Rhoady**, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Mark P. Melant and Dorothy L. Melant**

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 **1st** day of **July**, 19**89**.



Ruthann Marie Rhoady
Notary Public

Commission Expires

Identification No. **759878**
CHICAGO TITLE & TRUST COMPANY, TRUSTEES

[Signature]
Asst. Secretary

Property of Cook County Clerk's Office
19347184

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS