

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

89370287

THIS INDENTURE WITNESSETH, That John F. Barbini and Carol A. Barbini, his wife

(hereinafter called the Grantor), of

1320 Campbell Lane, Hoffman Estates IL 60194
(No. and Street) (City) (State)

for and in consideration of the sum of Thirty Thousand & No/100 Dollars

in hand paid, CONVEY 8 AND WARRANT 8 to NBD Woodfield Bank

of 600 N. Meacham Rd., Schaumburg IL 60196
(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: Lot 8 in Block 220 in the Highlands West at Hoffman Estates XXVII, being a Subdivision of part of the Southeast 1/4 of Section 8, and part of the Northeast 1/4 of Section 17, all in Township 42 North, Range 10, East of the Third Principal Meridian, in the Village of Hoffman Estate, Schaumburg Township, according to the plat thereof recorded on August 17, 1967 as Document 20,232,520, in the Office of the Recorder of Deeds, in Cook County, Illinois.

Above Space For Recorder's Use Only

DEPT-01 \$12.00
T#5555 TRAN 9353 08/10/89 11:36:00
#7463 + E *--89-370287
COOK COUNTY RECORDER

PIN: 07-08-410-008 COMMON ADDRESS: 1320 Campbell Lane, Hoffman Estates IL 60194

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 to NBD principal promissory note bearing even date herewith, payable

in 59 monthly installments of \$674.71 beginning 8-24-89 and a final payment of \$674.71 on 7-24-94.

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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 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 15.50 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 due immediately due and payable, and with interest thereon from time of such breach at 15.50 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 completing abstract showing the whole title of said premises embracing foreclosure deed, 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 of sale shall have been entered or not, shall not be dismissed, nor shall a decree 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 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 John F. Barbini and Carol A. Barbini

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then NBD Woodfield Bank 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 1988 taxes and all subsequent years

Witness the hand 8 and seal 8 of the Grantor this 25th day of July, 1989

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

John F. Barbini
John F. Barbini (SEAL)
Carol A. Barbini
Carol A. Barbini (SEAL)

This instrument was prepared by Barry Christian, NBD Woodfield Bank, 600 N. Meacham Rd., and mail to: (NAME AND ADDRESS) Schaumburg IL 60194

89370287

RE

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Shiela J. Ray, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Barbini and Carol A. Barbini

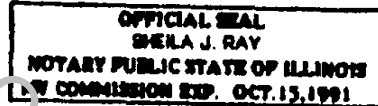
personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 25th day of July, 19 89.

(Impress Seal Here)

Shiela J. Ray
Notary Public

Commission Expires Oct 15, 1991



59370287

Box No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

