

TRUST DEED
SECOND FOR REAL ESTATE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That William J. Smith and Michele Rosenbaum k/n/a Michele Smith married to William J. Smith (Hereinafter called the Grantor), of 263 Acorn Ridge, Frankfort, IL 60423

89351571

for and in consideration of the sum of Twenty Thousand and 00/100 only Dollars

in hand paid, CONVEY S AND WARRANT S to Tinley Park Bank of 16255 S. Harlem Tinley Park, IL 60477

6
1989

At the State 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 Will and State of Illinois, to-wit: Lot 5 in Block 28 in Frankfort Square Unit 6 addition, being a subdivision of part of the North 33 feet of the Northwest 1/4 of Section 24, and part of the Southwest 1/4 of Section 13, Township 35 North, Range 12, East of the third Principal Meridian, in Will 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) 09-13-302-008
Address(es) of premises: 263 Acorn Ridge, Frankfort, IL 60423

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements hereon
WHEREAS, The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable in 84 monthly installments beginning September 8, 1989 and due monthly in the amount of \$363.78 until paid in full with any and all renewals

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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; (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 secondly to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee or 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 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.99 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 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 15.99 percent 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, when the decree of sale shall have been entered or if it shall not be dismissed, no release hereof given, 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 or 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 J. Smith & Michele Rosenbaum k/n/a Michele Smith married to William J. Smith
IN THE EVENT of the death or removal from said Will County of the grantee, or of his resignation, refusal or failure to act, then Recorder of Deeds 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 4 day of August, 1989.

William J. Smith (SEAL)
William J. Smith

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

Michele Rosenbaum/Michele Smith (SEAL)
Michele Rosenbaum k/n/a Michele Smith
married to William J. Smith

This instrument was prepared by Tinley Park Bank S. Jarena 16255 S. Harlem Tinley Park, IL 60477 (NAME AND ADDRESS)

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William J. Smith and Michele Rosenbaum k/n/a Michele Smith, married to William J. Smith

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 official seal this 4 day of August, 19 89.

(Impress Seal Here)

Notary Public

Commission Expires

Property of Cook County Clerk's Office

89384571

BOX No.

SECOND MORTGAGE

Trust Deed

TO

WINLEY PARK BANK
16255 SO. HARLEM AVE.
WINLEY PARK, ILLINOIS 60471

GEORGE E. COLE®
LEGAL FORMS