

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Laurie M. Darby,  
divorced and not since remarried,  
(hereinafter called the Grantor), of 80 Clearmont Dr.,  
Elk Grove Village, Illinois 60007  
(No. and Street) (City) (State)

89387444

for and in consideration of the sum of  
Ten (\$10.00) Dollars

of hand paid, CONVEY AND WARRANTS to  
R. J. De Maertelaere  
of 50 Turner Ave., Elk Grove Village, Illinois  
(No. and Street) (City) (State)

Above 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, and premises, situated in the County of Cook

and State of Illinois, to-wit:

Lot 3704 in Elk Grove Village Section 12, being a subdivision in Sections 32 and 33, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as document number 19400461 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(s): 08-32-417-022

Address(es) of premises: 80 Clearmont Drive, Elk Grove Village, Illinois 60007

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein  
WHILEAS The Grantor is justly indebted upon 100% principal promissory note bearing even date herewith, payable  
in accord with the terms and provisions of said note which is in the dollar  
amount of \$2,135.00 and payable upon demand of the Holder,  
and as more particularly set out in said Mortgage Note dated the 24th day  
of July, 1989.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as set forth in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due on 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 loss of, or destruction of, or destruction of improvements on said premises that may have been destroyed or damaged, to cause to be repaired, replaced, or restored all buildings or improvements on said premises; (4) 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 first, to the first Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first mortgagee or Trustee until the indebtedness is fully paid; (5) to pay all prior incumbrances, and the interest thereon, at the time of 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10% 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 agreement, 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 10% 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 stamps, stenographer's charges, cost of procuring or completing 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 a decree of sale shall have been entered or not, shall not be dismissed, nor release or relief given, until all such expenses and disbursements, and the costs and charges, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor reserves 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 same premises.

The name of a record owner is Laurie M. Darby

IN THE EVENT of the death of (or resignation from) said Cook County of the grantee, or of his resignation, refusal or failure to act, then Lee D. Garr of Elk Grove Village 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 substantive the existing and now recorded first mortgage of record appearing against the captioned property on this 24th day of July, 1989.

Witness the hand and seal of the Grantor this 24th day of July, 1989

Laurie M. Darby (SEAL)  
Laurie M. Darby

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

(SEAL)

This instrument was prepared by Ray J. De Maertelaere, 50 Turner Avenue, Elk Grove Village, IL (NAME AND ADDRESS)

1225

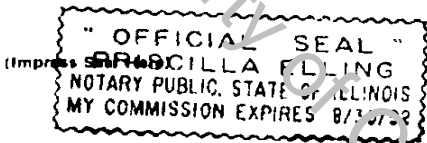
COOK COUNTY SECOND MORTGAGE

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Priscilla Eling a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laurie M. Darby, divorced and not since remarried of Elk Grove Village, Illinois personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 24th day of July, 1989.



*Priscilla Eling*  
Notary Public

Commission Expires

DEPT-01 REGISTRATION 117.00  
T-2222 FEAR 22-08-21-89 10:11:00  
\*89-387444  
COOK COUNTY RECORDER

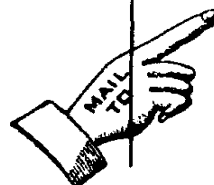
89387444

BOX No.

SECOND MORTGAGE

Trust Deed

TO



114 De Muerzela St  
St. Dunns Pt.  
Elk Grove Village, Ill  
60007

89387444

GEORGE E. COLE  
LEGAL FORMS