

75-21382

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FORM NO. 2202
REV. 10-1-80

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

90425420

DEPT-01 RECORDING 113 00
T88888 FROM 8116 08/31/90 11:46:00
85505 MH *-90-425420
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

THIS INDENTURE WITNESSETH That Earl Esterly and Frances Esterly, his wife
hereinafter called the Grantor, of 826 Forest Elgin, Illinois 60120
for and in consideration of the sum of Fifty-nine thousand Dollars
in hand paid, CONVEY AND WARRANT to Madison National Bank
of 9190 Golf Rd., Des Plaines, Illinois 60016
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

Lot 20 in Block 5 in Oakwood Park subdivision of Elgin, being a subdivision of part of Section 18, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

C.K.A. 826 Forest, Elgin, Illinois.

PIN #06-18-104-020-0000

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 59 monthly installments of \$661.36 beginning October 1, 1990, and a final installment of \$49,169.92 due September 1, 1995, until paid in full.

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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 term 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 build or restore, or building or improvements on said premises that may have been destroyed or damaged; (4) that when in said premises shall be encumbered in whole or in part by any lien or claim of any kind or any other lien or claim, the grantor shall be obligated to pay such insurance in company acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee 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 pay, 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 10.75 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 immediately due and payable, and with interest thereon from time of such breach at 18.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if a lot 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 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 of sale shall have been entered or not, shall not be dismissed, nor release 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 Earl Esterly and Frances Esterly

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

Chicago Title & Trust Company 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 and seal of the Grantor this 17th day of August, 19 90

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

13.00

Earl Esterly

(SEAL)

Frances Esterly

(SEAL)

This instrument was prepared by Jeanne Berkowitz, 9190 Golf Rd., Des Plaines, IL 60016
NAME AND ADDRESS

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Napoleon Gregory, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Earl Esterly and Frances Esterly

personally known to me to be the same person ~~is~~ whose name ~~is~~ 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 17th day of August, 19 90

(Impress Seal Here)

Napoleon Gregory
Notary Public

Commission Expires 11/18/91

90425420

BOX No. _____
SECOND MORTGAGE
Trust Deed
MAIL TO: HANSON NATIONAL BANK
4150 GOLF LEAS
Des Plaines, IL 60014
TO _____

Property of Cook County Clerk's Office