

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

90482960

SEPT-91 RECORDING 915 06
TRUST DEED TRAK 1111 10-03-90 15 14 00
#1981 #11 * -90-482960
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH That
Mark White and Charlotte White, his wife

(hereinafter called the Grantor), of
6643 S. Michigan, Chicago, IL 60637

for and in consideration of the sum of \$19,000.00
Nineteen thousand and no/100 Dollars

in hand paid, CONVEY AND WARRANT
Madison National Bank
of 9190 Golf Rd., Des Plaines, IL 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

Area Space for Recorder's Use Only

and State of Illinois, to-wit:

The South 4-1/2 feet of Lot 29 in all of Lot 28 (except the South 6 inches thereof) in Block 2 in Perry and Hartwell's Subdivision of the South 13-1/2 acres of the west 1/4 of North West 1/4 of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

C/K/A 6643 S. Michigan, Chicago, Illinois 60637.
PIN #20-22-106-017

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 60 equal monthly installments of \$452.01 beginning October 15, 1990, and continuing every month thereafter, with the final installment due on September 15, 1995.

90482960

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as hereinafter provided, or according to any agreement extending time of payment; (2) to pay when due in cash all taxes and assessments levied on said premises, and on demand to exhibit receipts therefor; (3) to cause to be insured against fire, theft, lightning, windstorm, hail, or other damage, including improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed; (5) to keep all buildings, structures, and any other improvements on said premises insured in companies to be selected by the grantee herein, which insurance shall be placed to place such insurance on a non-adversely acceptable to the holder of the first mortgage indebtedness, with a loss clause attached payable to the Trustee of Mortgagee, and secured to the Trustee herein as their interests may appear, which policies shall be kept and maintained with the said Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances and the interest thereon, at the time and times when the same become due and payable.

IN THE EVENT of failure to pay taxes or assessments on the premises, the grantee of the holder of said indebtedness may place and pay such taxes or assessments, and charge the same to the grantor when due, the grantor agrees to pay all prior incumbrances and the interest thereon from time to time, and the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, a sum of \$100.00 per month in arrears shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above covenants or agreements herein, the 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 percent per annum, shall be recoverable by foreclosure thereon, or by suit at law, with both the same principal and 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 the Trustee in carrying out the provisions hereof, including reasonable attorney's fees, and costs for documents, including photographs, charges for printing, postage, and other expenses, in carrying out the whole title of said premises or in carrying out the duties of said Trustee, shall be paid by the grantor, and the expenses and disbursements so incurred by any suit or proceeding wherein the grantor or any holder 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 proceedings, 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 the parties 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 Mark White and Charlotte White, his wife

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 and 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 10th day of September, 1990

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

1300

X Mark White (SEAL)
Mark White
Charlotte White (SEAL)
Charlotte White

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

90482960

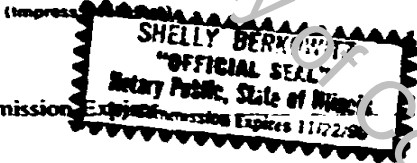
UNOFFICIAL COPY

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 Mark White and Charlotte White

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 notarial seal this 10th day of September, 1990.



Shelly Berkowitz
Notary Public

30452260

BOX No. _____

SECOND MORTGAGE
Trust Deed

MAIL TO: TO
MADISON NATIONAL BANK
1100 GOLF RD
LANSING, MICHIGAN