

## UNOFFICIAL COPY

FORM NO. 270  
AUGUST 1980

90609598

## TRUST DEED

## SECOND MORTGAGE (ILLINOIS)

61-21515

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.THIS INSTRUMENT WITNESSED THAT SAM H. MACK &  
EMMA J. MACK

(hereinafter called the Grantor), of

744 N. LONG CHICAGO, ILLINOIS 60644

(the address)

for and in consideration of the sum of TWENTY ONE THOUSAND  
TWO HUNDRED 00/100 Dollars

in hand paid, CONNIE S AND WARRANT S to

Madison National Bank

of 9190 GOLF RD. DESPLAINES, IL. 60016

(the address)

as Trustee, and to his successors in trust hereinabove named, the following described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and everything appertaining thereto, together with all rents, issues and profits, and proceeds therefrom, to the County of COOK

LOT 4 (EXCEPT THE NORTH 13 FEET THEREOF) IN  
SUB BLOCK 2 OF THE SUBDIVISION OF BLOCK 5 IN  
MARRICK'S ADDITION TO AUSTINVILLE, A SUB-  
DIVISION OF THE WEST 1/2 OF THE NORTH WEST  
1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

P.I.N. # 16-09-102-022 COMMONLY KNOWN AS 744 N. LONG CHGO. IL. 60644

Hereby releasing and waiving all rights under any 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 a principal promissory note bearing even date herewith, payable

IN 120 MONTHLY INSTALLMENTS OF \$373.67 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 note, 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, and premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or created; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage on indebtedness, with loss clause attached payable first to the said trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policy shall be left and remain with the said trustee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbencies, and the interest thereon, at the time or times when the same become due and payable.

IS 100.00% of failure to insure, or pay taxes or assessments, on the prior incumbencies at the rate of one cent per annum when due, the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or in charge of, or purchase any tax lien or title affecting said premises or pay all prior incumbencies, and the interest thereon from time to time, and money so paid, are to Grantor aperte to repay immediately without demand, and the same, with interest thereon from the date of payment at 10.00% per cent per annum shall be so much additional indebtedness secured hereby.

IS THE EVENT of a breach of any of the aforesaid covenants or agreements, or 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 17.00% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as all of said indebtedness had then matured by express term.

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 an 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 an interest 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 liability on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, either 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:

SAM H. MACK &amp; EMMA J. MACK

COOK

County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from said

Madison National Bank

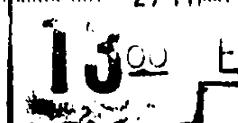
of said County is hereby appointed to be first successor in this trust,

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:

Witness the hand and seal of the Grantor this

27TH day of AUGUST 1990



(SEAL)

Please print or type names below signatures

S. Berkowitz 8/24/90

(SEAL)

This instrument was prepared by

STACI BERKOWITZ 6/4/90 PETE FERRELL  
(NAME AND ADDRESS)

Chicago, Illinois

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, STACI BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SAM M. MACK & EMMA J. MACK

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 notarial seal this 27TH day of AUGUST 19 90.

(Impress Seal Here)

Commission Expires 1/13/93

*Staci Berkowitz*  
Notary Public



90609598

BOX NO. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed

TO

916