

UNOFFICIAL COPY

FORM NO. 270
APRIL 1988

90609598

TRUST DEED SECOND MORTGAGE (ILLINOIS)

61-21515

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

THIS INSTRUMENT WITNESSETH that **SAM N. MACK & EMMA J. MACK**

(hereinafter called the *Grantor*), of

744 N. LONG CHICAGO, ILLINOIS 60644

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

in hand paid **CONVEY S AND WARRANT S** to

Madison National Bank

of **9190 GOLF RD. DESPLAINES, 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, and proceeds of sale, to-wit:

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.

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 **A** principal promissory note bearing even date herewith, payable

IN 120 MONTHLY INSTALLMENTS OF \$373.67 UNTIL PAID IN FULL.

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DEPT. OF RECORDING

119 08

TR0888 TRIN 1071 12/14/90 14 06 00

17988 # H * -20-609598

COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and on 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, or rebuilding or restore of buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or permitted; (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 here to the said Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept 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 purchase any tax lien or title affecting said premises or pay all prior incumbrances, and the interest thereon from time to time, and the grantor agrees to pay immediately without demand, and the same with interest thereon from the date of payment of **17.0** per cent per annum shall be, as much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, or 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 **17.0** 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 term.

IT IS AGRED 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 document preparation, 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, as assessed 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 on **SAM N. MACK & EMMA J. MACK**

IN THE EVENT of the death or removal from said

Madison National Bank

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

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**, 19 **90**

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

1300 E

Sam N. Mack (SEAL)

Emma J. Mack (SEAL)

This instrument was prepared by

STACI BERKOWITZ 4747 PETERSON Chicago, Illinois
(NAME AND ADDRESS)

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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)

Staci Berkowitz
Notary Public

Commission Expires 1/13/93



90609598

BOX No.

SECOND MORTGAGE
Trust Deed

TO

[Handwritten signature]

9190