

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

30626993

CAUTION: Consult a lawyer before using or acting upon this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

72-82-251 C-2

THIS INDENTURE WITNESSETH, That **Barbara Jeter Harris**

(hereinafter called the Grantor), of  
17104 Whitman Ave. Hazel Crest, IL 60429

for and in consideration of the sum of  
Ten Dollars

in hand paid, CONVEYS AND WARRANTS to  
Adam A. Dabek and Karen E. Dabek  
of 22 Chestnut Ct. West Buffalo Grove, IL.

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**

Above Space For Recorder's Use Only

and State of Illinois, to-wit

Lot 26 in Block 92 in Cornell, A Subdivision of Sections 26 and 35, Township 38 North, Range 14, 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.

Permanent Real Estate Index Number: 20-26-322-009

Address(es) of premises: 7827 S. Dobson Chicago, Illinois 60619

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein  
WHEREAS The Grantor is justly indebted to her principal promissory note bearing even date herewith, payable  
to Adam A. Dabek and Karen E. Dabek  
Principal Amount \$9000.00, monthly payment \$78.97,  
Amortization 30 years 10% interest

COOK COUNTY, ILLINOIS

1990 DEC 28 AM 11:27 90626993

13<sup>00</sup>

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as to term and in 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 reconstruction of all buildings or improvements on said premises that may have been destroyed or damaged, to do that which is required to rebuild or reconstruct such buildings or improvements, and to keep all buildings, work or at any time on said premises insured at companies to be selected by the grantee hereon, which policies shall be placed, such insurance companies acceptable to the holder of the first mortgage and include, with the same, attached payable to the first Trustee or Mortgagee, and assigned to the Trustee hereon as their interests may appear, which policies shall be kept and remain with the said Trustee or Trustee until the indebtedness is paid; (4) 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 purchase any tax lien or title affecting said premises or pay all prior incumbrances, and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at the rate of \_\_\_\_\_ percent per annum, in addition to any additional indebtedness incurred by her.

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 10% percent 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 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, 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 on said premises, shall be taxed as costs, and included in any decree, but may be rendered in such foreclosure proceedings, when proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, and shall be 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, gives 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 is

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 **n/a** 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 to receive the same without any reasonable charges.

This trust deed is subject to

Witness the hand and seal of the Grantor this 21 day of December 1990

X *Barbara Jeter Harris* (SEAL)  
Barbara Jeter Harris

Please print or type names of below signatories:

This instrument was prepared by **Adam A. Dabek Attorney at Law** 3024 N. Milwaukee Chicago, IL 60618  
(NAME AND ADDRESS)

30626993

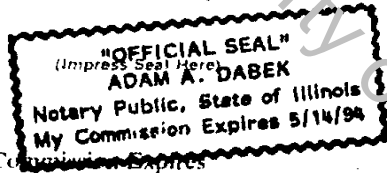
# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Adam A Dabek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Barbara Jeter Harris 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 21<sup>st</sup> day of December, 1990.



*[Handwritten Signature]*  
Notary Public

Property of Cook County Clerk's Office

BOX No. ....  
SECOND MORTGAGE  
**Trust Deed**  
TO

Return to:  
Adam A. Dabek  
22 Chestnut Ct. West  
Buffalo Grove, IL  
60089

BOX 208 - GG

GEORGE E. COLE  
LEGAL FORMS  
86692900