

0127192

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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90127192

THIS INSTRUMENT WITNESSETH, that STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST AGREEMENT DTD 1-18-88 & KNOWN AS TR #88-387 (hereinafter called the Grantor), of 6724 Joliet Rd., Countryside, Illinois 60525

for and in consideration of the sum of THIRTY THOUSAND & NO/100 (\$30,000.00) Dollars

in hand paid, CONVEY AND WARRANT to ROBERT H. BURTON married to DONNA BURTON

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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

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: 19-23-231-001
Address(es) of premises: 6637-43 S. Spaulding, Chgo., IL 60629 & 3259 W. 66th Pl.

IN WITNESS whereof, the Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

LOTS 70, 71 AND 72, IN BLOCK 16 IN JOHN F. EBERHARDT'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PAYABLE MONTHLY BEGINNING APRIL 15, 1990 OR \$30,000 AMORTIZED OVER 4 YEARS AT 10% INTEREST OR \$760.88 MONTHLY WITH FINAL PAYMENT DUE ON MARCH 15, 1994

13.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 building or improvement on said premises that may have been destroyed or damaged; (4) That waste to said premises shall not be committed or suffered; (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 to the first Trustee of Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee 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 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 of the same, at the rate of _____ 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 _____ per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if it 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 documentarial and photographic charges, cost of procuring or contacting abstracts showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, as incurred by any suit or proceeding wherein the grantee or any holder of a 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 a decree of sale shall have been entered or not, shall not be dismissed, nor shall it be stayed, until all such expenses and disbursements, and the interest thereon, 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 a 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 STATE BK OF COUNTRYSIDE AS TRUSTEE UTA DTD. 1-18-88 & K/A 88-387

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 ROBERT H. BURTON 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 14th day of March, 1990

Please print or type name(s) below signature(s) by STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST AGREEMENT DTD. 1-18-88 AND KNOWN AS TRUST NO 88-387 and not personally

This instrument was prepared by PETER BURBAN ESQ. 6509 S. Kedzie Ave. Chgo., IL (NAME AND ADDRESS)

copy
72-417-6211

215057

Property of Cook County
THIS MORTGAGE IS A SECOND MORTGAGE

90127192

mail to

2/27/90

UNOFFICIAL COPY

80127192

STATE OF Illinois)
COUNTY OF Cook) ss.

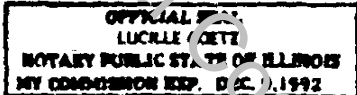
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SUSAN L. JUTZI, Trust Officer and THOMAS P. BOYLE, Sr., Vice President of STATE BANK OF COUNTRYSIDE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 official seal this 16th day of March, 1990.

(Impress Seal Here)

Lucille Coetz
Notary Public

Commission Expires



MAIL TO: PETER BURBAN, Esq., 609 South Kedzie Avenue, Chicago, Illinois 60629

This note is executed by State Bank of Countryside, a corporation organized under the laws of the State of Illinois, and is not a negotiable instrument. It is subject to the provisions of the Illinois Uniform Gifts to Minors Act, which may be found in the Illinois Compiled Statutes, Chapter 105, Section 1-1.1. The undersigned, Notary Public, has verified the identity of the signers and has verified the contents of the instrument. The undersigned is not a party to the instrument and does not assume any liability for the performance or non-performance of the instrument. The undersigned is not a party to the instrument and does not assume any liability for the performance or non-performance of the instrument. The undersigned is not a party to the instrument and does not assume any liability for the performance or non-performance of the instrument.

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BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS