

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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90284519

THIS INDENTURE WITNESSETH, That Charles W. Brown and Sydney J. Brown a/k/a/ Syndey Joyce Brown, his wife

(hereinafter called the Grantor), of 133 Hunter's Circle - Schaumburg, IL, 60193

for and in consideration of the sum of (45,000.00) Dollars

in hand paid, CONVEY AND WARRANT to First Security Bank of Wood Dale of 372 Wood Dale Rd - Wood Dale, IL, 60191

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

Lot 79 in Pheasant Walk, being a Resubdivision of Lot 18252 in Section 2, Weathersfield Unit 18, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 10, 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(s):

Address(es) of premises: 133 Hunter's Circle - Schaumburg, Illinois 60193

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

In 119 installments of \$643.50 and a final installment of \$643.50 beginning on July 15, 1990 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be first applied to the unpaid service charge, if any, then to accrued interest to date of actual payment with the remainder applied to the unpaid balance of principal. The amount of the final installment will be adjusted to reflect actual interest earned as a result of early or late payment of any installment.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 or assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair all buildings or improvements 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 first to the first Trustee or 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 so to insure, or pay 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 9 1/2 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 hereon from time of such breach at 11 1/2 per cent per annum, to 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 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 documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing the foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or 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 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 cost of suit, including attorney's fees, have been paid. The Grantor for the Grantor and 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: Charles W. Brown and Syndey J. Brown a/k/a Sydney Joyce Brown

IN THE EVENT of the death or removal from said DuPage County of the grantee, or of his resignation, refusal or failure to act, then First Security Bank of Wood Dale 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 9th day of June 1990

Charles W. Brown (SEAL)  
Charles W. Brown

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

Syndey J. Brown a/k/a Sydney Joyce Brown (SEAL)  
Syndey J. Brown a/k/a Sydney Joyce Brown

Ron Teiwea, First Security Bank of Wood Dale

This instrument was prepared by 372 Wood Dale Road (NAME AND ADDRESS)  
Wood Dale, Illinois 60191

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF DuPage } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles W. Brown and Sydney J. Brown, a/k/s/ Sydney Joyce Brown, his wife 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 9th day of June, 1990.

" OFFICIAL SEAL "  
CHARLOTTE NEAULT  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/25/92

*Charlotte Neault*  
Notary Public

Commission Expires 7/25/92

DEPT-01 RECORDING \$13.00  
T#5555 TRAN B198 06/15/90 10:32:00  
#854 # E \* -90-284519  
COOK COUNTY RECORDER

BOX No. 90284519

SECOND MORTGAGE  
**Trust Deed**

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TO

MAIL TO:  
First Security Bank of Wood Dale  
372 Wood Dale Road  
Wood Dale, Illinois 60191

90284519

GEORGE E. COLE  
LEGAL FORMS

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