

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, that **Mark D. Lindmark and Debra Lindmark, his wife**
 (hereinafter called the Grantor), of
1430 South Wisconsin Avenue Berwyn, Ill.
 for and in consideration of the sum of **Eighteen Thousand Three**
Hundred Seventy-Six & 20-100's----- Dollars
 in hand paid **CANDICE CO., INC.**
 of **P.O. Box #285 Berwyn, Illinois 60402**

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, known as **Lot 13 in Block 47 in Second Addition to Walter G. McIntosh's Metropolitan Elevated Subdivision to being a Re-Subdivision of Blocks 16, 17, 47, 48, 49, 50, 51, and 52 in the Subdivision of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian (except the South Three Hundred Acres) situated in the County of Cook and State of 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 **16-19-117-033**
 Address(es) of premise **1430 South Wisconsin Avenue Berwyn, Illinois 60402**

IN TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein
 WHEREAS, The Grantor is justly indebted unto **Principals or promissory note**, bearing even date herewith, payable **in 60 monthly installments of \$305.27 each month. First installment being due on December 1, 1991 and for 59 months thereafter until paid in full. Total principal amount \$14,250.00. Total interest after 60 on time installments \$4126.20. Total paid after 60 on time installments \$18,376.20.**

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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 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 to demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, or change or removal all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed; (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 indebtedness, with loss claims attached payable to the Grantor, Trustee or Mortgagee and second mortgagee; (6) to pay, to the grantor, indemnities, and the interest thereon, at the rate of ten percent per annum, from the date of coming due and payable;

(7) (a) If the grantor so requires, to pay taxes or assessments, or the other encumbrances, or interest accrued, when due, the grantor, or the holder of said indebtedness, may pay any such insurance, or tax, such taxes or assessments, or encumbrances, or any holder or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time, and so pay, so much additional money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment.

(8) (b) IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the sum 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 **10.50** per cent per annum, shall be recoverable by foreclosure, sale, or by suit at law, or both, the same as if all of said indebtedness had then matured by express term.

(9) IN AGREEING by the Grantor to 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 foreclosure decree, all costs paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 burden on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether the date of sale shall have been entered or not, shall not be dismissed, nor rescheduled, 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 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 **Mark D. Lindmark and Debra Lindmark, his wife**
 Cook

IN THE EVENT of the death or removal from said 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 it for any like cause said his 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 receipt of his reasonable charges.

This trust deed is signed:

Witness the hand and seal of the Grantor this **1st** day of **November**, **1991**

X *Mark D. Lindmark* (SEAL)
 Mark D. Lindmark

X *Debra Lindmark* (SEAL)
 Debra Lindmark

This instrument was prepared by **Candice Co., Inc. P.O. Box #285 Berwyn, Ill. 60402**
 (NAME AND ADDRESS)

Please print or type names below signatures:

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Carole A. Downs

, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Mark D. Lindmark and Debra Lindmark,
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 1st day of November, 1991

"Official Seal"

NOTARY PUBLIC STATE OF ILLINOIS

No. 00000000000000000000000000000000

Commission Expires 2-7-95

Carole A. Downs
Notary Public

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BOX No

SECOND MORTGAGE
Trust Deed

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GEORGE E. COLE
LEGAL FORMS