

UNOFFICIAL COPY

TRUSTEED  
SECOND MORTGAGE (ILLINOIS)

15 11759-2

916-15530

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

THIS INDENTURE WITNESSETH, That PETER R. RICKERSON  
and DOROTHY A. RICKERSON, husband and wife,

(hereinafter called the Grantor), of  
141 Hillcrest Court, Barrington, IL 60010

for and in consideration of the sum of One Hundred Twenty-eight  
Thousand and no/100 (\$128,000) Dollars

in hand paid, CONVEY AND WARRANT to  
THOMAS C. RYDELL, as Trustee  
of 63 Douglas Avenue, Elgin, Illinois 60120

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

DEPT-01 \$14.00  
T57777 TRAN 2078 12/09/91 15:04:00  
#2320 G \*-91-645550  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to-wit

(See attached)

(Commonly known as 141 Hillcrest Court, Barrington, Illinois 60010)

Permanent index No: 02-06-404-010-0000

-91-645550

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 \_\_\_\_\_ principal promissory note bearing even date herewith, payable in full  
including principal and accrued interest on December 2, 1992 with  
interest at 9 percent interest or one day after the grantors herein  
close on the sale of 141 Hillcrest Court, Barrington, Illinois 60010,  
whichever date is earliest.

At the option of the holders of the mortgage and obligation hereby secured, and  
without notice to the Mortgagor, all unpaid indebtedness secured by this mortgage  
shall, notwithstanding anything in the note or in this mortgage to the contrary,  
become due and payable immediately upon conveyance by the Mortgagor of title or  
execution by the Mortgagor of articles of agreement to convey title to all or any  
portion of the premises.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 on  
demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to rebuild or restore 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 first 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 the prior incumbrances or the interest thereon when due, the grantee of 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 \_\_\_\_\_ 15 \_\_\_\_\_ percent 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 \_\_\_\_\_ 15 \_\_\_\_\_ 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 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 foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned 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 title 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 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 person 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 said premises.

The name of a record owner: PETER R. RICKERSON and DOROTHY A. RICKERSON, husband & wife,

IN THE EVENT of the death or removal from said Kane County of the grantee, or of his resignation, refusal or failure to act, then  
RICHARD S. SUEBLOW of Kane 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 a first and second mortgage in an amount not to  
exceed \$215,000.00

Witness the hand S. and seal S. of the Grantor this 2nd day of December, 1991

Peter R. Rickerson (SEAL)  
(Peter R. Rickerson)

Dorothy A. Rickerson (SEAL)  
(Dorothy A. Rickerson)

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

This instrument was prepared by THOMAS C. RYDELL, 63 Douglas Avenue, Elgin, IL 60120  
NAME AND ADDRESS:

BOX 392

916-15530

AK

Property of Cook County  
THIS MORTGAGE CASE NO. 91-645550

14

# UNOFFICIAL COPY

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 PETER R. RICKERSON and DOROTHY A. RICKERSON, husband and 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 2ND day of DECEMBER, 1991

(Impress Seal Here)

Clint Jody Votruba  
Notary Public

Commission Expires 5-31-93

This instrument prepared by return to:

THOMAS C. RYDELL  
Attorney at Law  
63 Douglas Avenue  
Elgin, Illinois 60120  
Ph. (708) 695-2800

" OFFICIAL SEAL "  
CLINT JODY VOTRUBA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/31/93

11615550

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS

# UNOFFICIAL COPY

LOT 156 IN BARRINGTON HILL CREST ACRES 3RD ADDITION, BEING A SUBDIVISION OF A PART OF THE SOUTH WEST 1/4 OF SECTION 5 AND THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1957 AS DOCUMENT 16976975 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 5, 1957 AS DOCUMENT LR 1752092 AND AS CORRECTED BY AFFIDAVIT RECORDED IN THE RECORDER'S OFFICE ON DECEMBER 20, 1957 AS DOCUMENT 17094506 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT LR 1774712, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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