

UNOFFICIAL COPY

FORM NO. 207
April, 1940

TRUST DEED

SECOND MORTGAGE (ILLINOIS)

61-21553

(An Official Copy of a Deed for recording is being made under this form. All warranties, including those of habitability and fitness, are excluded.)

91031692

DEPT-01 RECORDING 113.00
T#8888 TRAN 5100 01/22/91 11:24:00
#4507 # H * - 71 - 031692
COOK COUNTY RECORDER

THIS INSTRUMENT WITNESSETH that Patrick J. Murphy & Deborah A. Murphy

hereinafter called the Grantors, of 1085 Bernard Dr., Buffalo Grove, Illinois

for and in consideration of the sum of Eighteen Thousand and 00/100 ***** Dollars

in hand paid, CONVEY AND WARRANT to Madison National Bank at 9190 W. Golf Rd., Des Plaines, IL 60016

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, and premises situated in the County of Cook and State of Illinois, to wit:

Above Space For Recorder's Use Only

Lot 493 in Strathmore in Buffalo Grove Unit #2 in Sections 5 and 6, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 8, 1968 as Document 20400442, in Cook County, Illinois.

COMMONLY KNOWN AS: 1085 Bernard Dr., Buffalo Grove, Illinois
PIN #: 03-05-305-056

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 Grantors is justly indebted to principal promissory note bearing even date herewith, payable

in monthly installments of \$372.58, with the first payment due 60 days after completion. Net proceeds of \$18,000.00 at an annual percentage rate of 16.98%.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon as herein and in the 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 levied against said premises, and on demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to or build or restore or buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed or allowed, (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 Trustee of Mortgage, and second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said 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 or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or discharge any tax lien or title affecting said premises or pay all prior incumbrances, and the interest thereon from time to time, and the grantors hereby agree to repay immediately without demand, and the same, with interest thereon from the date of payment, at the rate of _____ percent per annum, or to such additions, 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 accrued 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 16.98 percent per annum, shall be recoverable by foreclosure of the interest or by suit at law, or both, the same, with all 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 document, 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 or order 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 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 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 of this Patrick J. Murphy & Deborah A. Murphy

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, Madison National Bank 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 31st day of NOVEMBER 1990

Please print or type names of below signature(s)

Deborah Murphy (SEAL)
Patrick Murphy (SEAL)

This instrument was prepared by Madison National Bank 9190 W. Golf Rd., Des Plaines, IL 60016

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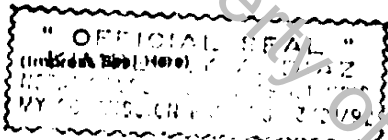
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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Kimberly Diaz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick J. Murphy and Deborah A. Murphy 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 notarial seal this 3rd day of November, 1990.




Kimberly Diaz
Notary Public

Commission Expires 3-21-92

Property of Cook County Clerk's Office

91031692

BOX No. **SECOND MORTGAGE Trust Deed**



Mail To: