

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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91267231

THIS INDENTURE WITNESSETH, That Alan H. Harmony,
a bachelor

(hereinafter called the Grantor), of
1531 W. Victoria, Chicago, Ill. 60660

for and in consideration of the sum of \$70,000.
Seventy thousand Dollars

in hand paid, CONVEY AND WARRANT to
Carol Hagen, PCD Philip C. Cook
of 1592 Oak Ave. Evanston, Ill. 60201-4234

DEPT-01 RECORDING \$13.29
745555 IPAN 1477 06/04/91 13:59:00
#2444 E *-91-267231
COOK COUNTY RECORDER

Leave Space for Recorder's Use Only

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 State of Illinois, to-wit:

Lot 19 in Block 6 in Devon Western Addition to Rogers Park, a Resubdivision of Lots 1 to 24, inclusive, in Margaret Faber's Subdivision of the South 6 chains of the Southwest 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption in laws of the State of Illinois.

Permanent Real Estate Index Number(s) 11 - 31 - 314 - 013
Address(es) of premises: 6417-J N. Cakley Avenue, Chicago, Ill. 60645

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS, The Grantor is justly indebted up to the principal amount of \$70,000, bearing even date herewith, payable

Loan principal of \$70,000 is due monthly on the 25th, for about six years,
with \$1,500 minimum payment and 2% charge for late payment.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, in the interest thereon as provided in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due the principal and interest on said indebtedness against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, or removal or destruction of 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 hereafter erected on said premises insured in companies to be selected by the grantee herein, with a primary obligation to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with less clause attached payable to the Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee or 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, and the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the prior incumbrances, and the interest thereon, or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and the grantor agrees to repay immediately the amount so paid, without demand, and the same with interest thereon from the date of payment at the rate of 9 3/4 per cent per annum shall be so much additional said indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the debt of said indebtedness, including principal and accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach at the rate of 9 3/4 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as in the case of said indebtedness then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements 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 compiling abstract showing the whole title of said premises embracing foreclosure decree — as well as said 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, and be taxed as costs and included in any decree in if they be rendered in such foreclosure proceedings, which proceeding, whether at law or in equity, shall have been entered or not, shall not be dismissed, nor shall any order be 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, assigns 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 same.

The name of a record owner is Alan H. Harmony

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

Carol Hagen PCD Philip C. Cook 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 A 2% charge for late payment after the 25th of the month

Witness the hand and seal of the Grantor this 7th day of March, 1991

Alan H. Harmony (REAL)
Alan H. Harmony

Carol Hagen (SEAL)
Carol Hagen

This instrument was prepared by Alan H. Harmony 1531 W. Victoria, Chicago, Ill. 60660
and Carol Hagen 1592 Oak Ave. Evanston, Ill. 60201-4234



\$ 13.29

91267231

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STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, SYED ZAKI ULLAH a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN H. HARMONY AND CAROL HAGEN personally known to me to be the same persons whose name SHAVE 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 seventh day of March, 1991.

(Impress Seal Here)
OFFICIAL SEAL
SYED ZAKI ULLAH
Notary Public Cook County
State of Illinois
My Commission Expires July 27, 1992

J. Lanning
Notary Public

COOK County Clerk's Office

91267231

BOX No. _____
SECOND MORTGAGE
Trust Deed

Alan H. Harmony
TO
Carol Hagen
POD Philip C. Cook

GEORGE E. COLE
LEGAL FORMS