

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 3202
February, 1985

UNOFFICIAL COPY

91296211

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THIS INDENTURE WITNESSETH, That Jack S. Dible and Elaine Dible

(hereinafter called the Grantor), of

Northlake Road #1, Apple Canyon Lake, IL 61001
(No. and Street) (City) (State)

for and in consideration of the sum of Five hundred thousand Dollars

in hand paid, CONVEY AND WARRANT to Robert T. Luedeking

of Inverness, Illinois
(City) (State)

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 Jo Daviess and State of Illinois, to-wit:

Legal Description attached.

DEPT-01 RECORDING 113.29
T#4444 TRAN 7723 06/19/91 12:06:00
#5816 + D * - 91 - 296211
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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): 43-18-000-024-10

Address(es) of premises: Northlake Road #1, Apple Canyon Lake, IL 61001

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon a \$500,000 principal promissory note bearing even date herewith, payable

March 22, 1992 in full. Said promissory note is payable to the order of Robert T. Luedeking.

The grantors agree that the holder of the note referred to above may declare the entire balance of principal and interest due and payable without notice and foreclose this mortgage in the event that either or both the grantors convey any interest in the premises to anyone.

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 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 may be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable 75% to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in full force and effect 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 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 _____ 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 thereon from time of such breach at _____ per cent 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 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 owner is:

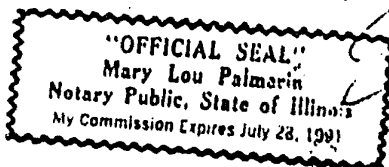
IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then

_____ of said County is hereby appointed to be first successor in this trust; and 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 22 day of March, 1991.

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



Jack S. Dible (SEAL)

Elaine Dible (SEAL)

This instrument was prepared by _____ (NAME AND ADDRESS)

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1329

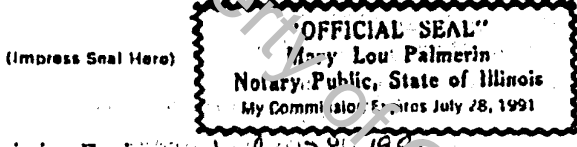
REGISTERED **UNOFFICIAL COPY**

STATE OF Illinois }
COUNTY OF Cook } ss.

I, MARY LOU PALMERIN, a Notary Public in and for said County, in the State aforesaid; DO HEREBY CERTIFY that JACK S. DIBIE AND ELAINE DIBIE

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 22 day of March, 1991.



Mary Lou Palmerin
Notary Public

Commission Expires July 28, 1991

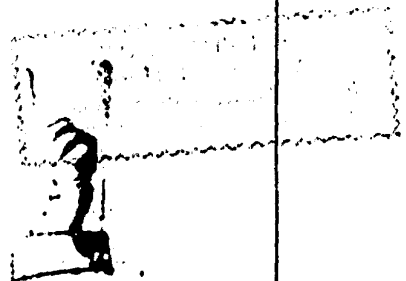
91236211

Handwritten: Jack S. Dibie
20 W. Washburn Ave. Ste 1775
Chicago IL 60616

Watermark: COOK COUNTY Clerk's Office

BOX No. _____
SECOND MORTGAGE
Trust Deed

of Jack S. and Elaine Dibie
TO
Robert T. Luedeking



GEORGE E. COLES
LEGAL FORMS

UNOFFICIAL COPY

9 1 2 9 6 2 1 1

The South Half of the Northwest Quarter of Section 4; the West Half of the Northeast Fractional Quarter of Section 4; the Northwest Quarter of the Northwest Fractional Quarter of Section 4; and the Northeast Quarter of the Northwest Quarter of said Section 4; situated in Thompson Township, in the County of Jo Daviess, State of Illinois, excepting the following described parcels:

PARCEL I

Beginning at an iron pipe on the west line of the Northwest Quarter of Section 4 that is 313.22 feet North 2 degrees 32 minutes 30 seconds East of the Southwest corner of said Northwest Quarter of Section 4; thence North 2 degrees 32 minutes 30 seconds East along said West line, a distance of 1,133.29 feet to an iron pipe; thence South 79 degrees 23 minutes 29 seconds East 1,282.23 feet to a point in the centerline of an existing Township Road; thence meandering the centerline of said road South 72 degrees 31 minutes 03 seconds West 308.13 feet, South 47 degrees 12 minutes 37 seconds West 208.50 feet, South 13 degrees 23 minutes 07 seconds West 288.52 feet, South 3 degrees 54 minutes 24 seconds East 209.34 feet, South 29 degrees 42 minutes 29 seconds East 234.53 feet, South 0 degrees 32 minutes 36 seconds West 89.31 feet; thence leaving said road and turning North 73 degrees 00 minutes 44 seconds West 774.12 feet to the point of beginning, all in Township 28 North, Range 3 East of the Fourth Principal Meridian.

PARCEL II

Beginning at the Southwest corner of the Northwest Quarter of Section 4, thence North 89 degrees 16 minutes 39 seconds East along the South line of said quarter section a distance of 1130.00 feet; thence North 75 degrees 00 minutes 44 seconds West a distance of 1178.41 feet to a point on the west line of said quarter section; thence South 01 degrees 30 minutes 36 seconds East along the west line of said quarter section a distance of 319.00 feet to the point of beginning, all in Township 28 North, Range 3 East of the Fourth Principal Meridian.

PARCEL III

A tract of land located in a part of the West Half of the Northeast Quarter of Section 4, Township 28 North, Range 3 East of the Fourth Principal Meridian, Thompson Township, Jo Daviess County, Illinois, the boundary of which is more particularly described as follows: Commencing at the Northeast corner of the Northeast Quarter of Section 4, Township 28 North, Range 3 East of the Fourth Principal Meridian; thence South 89 degrees 48 minutes 40 seconds West, along the North line of the Northeast Quarter of said Section 4, a distance of 1329.70 feet to the Northeast corner of the West Half of the Northeast Quarter of said Section 4; thence South 00 degrees 37 minutes 43 seconds West, along the East line of the West Half of the Northeast Quarter of said Section 4, a distance of 623.84 feet to the point of beginning of the following described tract; thence continuing South 00 degrees 37 minutes 43 seconds West, along said line, a distance of 306.84 feet to a point in the centerline of North Lakeview 1 Road and its Easterly extension thereof; thence North 83 degrees 07 minutes 34 seconds West, along said centerline, a distance of 364.62 feet; thence South 02 degrees 57 minutes 10 seconds West, 206.00 feet; thence North 89 degrees 40 minutes 55 seconds West, 658.57 feet; thence North 05 degrees 11 minutes 05 seconds East, 640.04 feet; thence North 89 degrees 48 minutes 40 seconds East, 1180.42 feet to the point of beginning.

PARCEL IV

That part conveyed to Robert C. Hummer and Kay H. Hummer by instrument recorded March 17, 1976 in Book 202 of Deeds, page 358 as Document No. 137543; described as follows: Part of the West Half of the Northeast Quarter of Section 4 bounded and described as follows: Beginning at a point on the South line of said West Half, which point is 100 feet East of the center of said Section 4, thence North on a line parallel to the East line of said Section 4 a distance of 1,550 feet, thence East parallel to the North line of said Section 4 a distance of 660 feet, thence North parallel to the East line of said Section 4 a distance of 206 feet, more or less, to the center of the public road, thence Easterly on the center line of said public road to the East line of the West Half of the Northeast Quarter of Section 4, thence South on said East line to the Southeast corner of the West Half of the Northeast Quarter of Section 4, thence West on the South line of said West Half to the point of beginning, situated in Thompson Township, Jo Daviess County, Illinois.

Property of COOK COUNTY

91236211

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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