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The Prudential Bank and Trust Company

Home Equity Loan Loan No. 1033035560

SECOND TRUST DEED

THIS INDENTURE (the Trust Deert"), made this 9th day of June 1992, between FRED MILLER AND SANDRA MILLER, IN JOINT TENANCY of 11112 AVENUE M CHICAGO, IL, 60617 (the Granter, whether one or more) and THE PRUDENTIAL BANK AND TRUST COMPANY (the "Trustee").

The Granter is justly indebted to The Prudential Bank and Trust Company (the "Bank") as evidenced by the Real Estate Note and

Agreement of even date (the "Note") under which Grantor promises to pay to the order of the Bank the principal sum of <u>TWENTY FIVE THOUSAND AND NO 100</u> Dollars (\$25,000.00) together with interest on the unpaid principal balance at the rate of <u>TEN percent</u> (10.0%) per annum. Monthly payments of principal and interest shall commence on <u>07/15/1992</u> with a final payment of all principal and interest, if not sooner paid, due on <u>06/15/2002</u>.

To secure the payment of the principal balance and all interest due under the Note and performance of the agreements, terms and conditions of the Note and this Trust Deed, and for other good and valuable consideration, the Grantor does hereby grant, remise, mortgage, warrant and convey to the Trustee, its successors and assigns the following described real estate of 11112 AVENUE MICHIGAGO, IL 60617. County of COOK and State of Illinois to wit:

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hereby releasing and are ing all rights under and by virtue of any homestead exemption laws, together with all improvements, tenements, easements. Where and appurtenances thereto belonging, and all rents, issues and profits thereof and all apparatus, equipment or articles now or invested focated on the real estate and used to supply heat, gas, air conditioning water, light, power, refrigeration and ventilation all of which are declared to be part of the real estate whether physically attached thereto or not (all only portion of which properly is hereafter referred to as the "Premises") to have and to hold the Premises in trust by the Trustee.

its successors and assigns, forever for the purposes and upon the uses and trust set forth in this Trust Deed.

1. The Grantor agrees to. (1) promiting apair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be distroyed, (2) keep sald Premises in good condition and repair, without waste, and free from mechanic's or other bens or claims for lien con expressly subordinated to the fien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof; (4) comply with all requirements of law or municipal may be secured by a lien or charge on the Premises superior to the lien heroof; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use theroof; (5) retrain from making material alterations in said Premises except as required by law or municipal ordinance; (f) pry before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sever service charges, and other charges against the Premises when due, and upon written request, to furnish to Trustee or to the Bank duplicate red (pt) therefor; (7) pay in full under protest in the manner provided by statute, any tax or assessment which grantor may desire to counce and (8) keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by hire, or other casualty under policies at either the full replacement cost or to pay in full all indebtedness secured hereby and to prior liens all? In companies satisfactory to the Bank, under insurance policies payable, in case of loss or damage, or a mortgagee which has a prior field. If any and then to Trustee for the heriefit of the Bank, such rights to be evidenced by the standard mortgage clause to be attrached to each policy.

2. At the option of the Bank and without further notice to Grantor, all unpaid indebtedness secured by the Trust Deed shall, notwithstanding anything in the Note or in this Trust Deed to the Journary, become due and payable (i) after the date on which any payment of principal or interest is, due and is unpaid or (ii) if any other default occurs in the performance or observance of any form.

payment of principal or interest is due and is unpaid or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Trust Deed, or in an other instrument which at any time evidences or secures agreement or condition contained in the note, in this Trust Dead, or in any other instrument which at any time evidences or secures the indebtedness secured hereby or in any other note or other instrument or trust dead, mortgage or other document which is pric, hereby, or (ii) upon the death of any party to the Note or this Trust Dead, whether maker endorser, guaranter, surety or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser guaranter, surety or accommodation party shall melter a nassignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bar kruptsy or other smillar proceeding under any law for relief of debtors shall be liked by or against any such party; or (v) if any state. The Application or agreement made or furnished to the Bank power from time by Grantor is take or incorrect in a material form. to the Bank now or from time to time by Granton's false or incorrect in a material regreet.

3. The Trustee or the Bank may, but need not, make any payment or perform any action be paid or performed by Grantor and

riay, but need not, make hill or partial payments of principal or interest on prior encuminates, if any and purchase, discharge, compromise or settle any tax lier or other prior title or claim thereof, or reddem from, may ask ask or forfeiture affecting the Premises or consent to any tax or assessment upon the failure of Grantor to do so. All mone is paid for any of the purposes herein authorized and all expenses paid or incorrect in connection therewith, including altorneys' less, in the any other moneys advanced by Trustee or the Bank to protect the Premises and lien hereof, shall be additional indebtedness in current hereby and shall become Trustee or the Bank to protect the Premises and her hereof, shall be additional inclebtedness. Sometheraby and shall become immediately due and payable without notice and with interest thereon at the rate per annum set forth in the Note. Inaction of Trustee or Bank shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Persises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Trustee or the Bank hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement of the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Bank or Time eshall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof is any suit to foreclose the lien hereof shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Bank for reasonable afterneys, tees and expenses. Trustee's lees, appraiser's fees, outlays for documentary and expert evidence, of procuring all such abstracts of title, little searches and examinations, guarantee policies, Torrens certificates, and similar data and

of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or the Bank may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate per annum set forth in the Note, when paid or incurred by Trustee or Bank in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after ascrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced and of which Trustee has given Grantor fifteen (15) days written notice.

5. The proceeds of any toreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including without limitation all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Grantor, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the Court in which such bill is filed may appoint a

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SECOND TRUST DEED

receiver of said Premises. Such approximent may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable to the payment of the indebtedness secured treeby, and without regard to the iten value of the Premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issued and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or All the terms of the Note are hereby incorporated by reference herein.

All the terms of the riote are thereby incorporated by retrience nation.

8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Trustee or the Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Trust Deed, Grantor agrees to execute such further documents as may be required by the condemnation authority to effect the security agreement for executions. Deed, Grantor agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Trustee is hereby invocably authorized to apply or release such moneys received or make settlement for such moneys in the same, amort and with the same effect as provided in this Trust Deed for disposition or settlement of proceeds of hazard insurance. To attlement for condemnation diamages shall be made without Trustee's and the Bank's consenting to same.

9. Extension of the time for payment, acceptance by Trustee or the Bank of payments other than according to the terms of the Note, modification in payment terms of the same, secured by this Trust Deed granted by Trustee to any successor in interest of Construction for the factor of the facto

Note, modifier for in payment terms of the same secured by this Trust Deed granted by frustee to key successor in interest of Granter, or the views or failure to exercise any right granted herein shall not operate to release in any manner, the habity of the original Granter. O'ar for's successor, in interest or any guaranter or surely thereof. Trustee or the Bank shall not be deemed, by any act or omission or commission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party and signed by said party and signed by said party and signed as color and a waiver shall apply only to the extent specifically set forth in the writing. A waiver is to one event shall not be construed as color and a waiver as to any other event. The procurement of insurance or the payment of taxes other liters or charges by Trustee or solder of the Note shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed to accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default under this Trust Deed.

to accelerate the maturity of he indebtedness secured by this Trust Deed in the event of Grantor's details under this Trust Deed.

10. The covenants and agree month herein contained shall bind, and the rights hereinder shall have to, the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) hall be joint and several. Any Grantor who co-signs this Trust Deed, by, does not execute the Note. (a) is co-signing this Trust Deed, only to encumber that Grantor's interest in the Premises under the lien and terms of this Trust Deed and to release homestead rights, diany, (b) is not personally fiable on the Note or under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor he euroder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Trust Deed of the Hote, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as the Agreement of the Premises.

with regard to the terms of this Trust Deed of the Jote, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest. It is Premises.

11. Trustee has no duty to exacuse the title to adion, existence or condition of the Premises, nor shall Trustee be obligated to record this Trust Deed or to execuse the title to adion, existence or condition of the Premises, nor shall Trustee be obligated to record this Trust Deed or to execuse any power and place or misconduct or that of the agents or employees of Trustee, and it may require indeminities catalactory to it before particular any power herein given.

12. Trustee shall release this Trust Deed and len thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee evidence that all indebtedness hereby secured has been paid, which evidence if using may accept as true without inquiry.

13. Trustee or the Bank shall have the right to impect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

for that purpose.

14. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or relief to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder

all acts performed hereunder.

15. The Note secured hereby is not assumable and is immediately due and pluyable in full upon sale, conveyance, assignment or other transfer of title to, or any legal or equitable interest in, or grant or creation if a security interest in, or any other hypothecation affecting, the Premises, or transfer assignment or collateral assignment of the Bouldinal Interest of any Land Trust executing this Trust Deed, in addition, if the Premises is sold under Articles of Agreement for Deed Type present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

16. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the Irw of Illinois or the inclusion of which the transfer of the Irw of Illinois or the inclusion of which

would affect the validity, legality or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion had ever been included herein.

17. If this Trust Deed is executed by a Trust, executes this Trust Deed as Trustee as aforesaid, in the exercise of the power and 17. It this trust Deed is executed by a trust. Executes this trust Deed as trustee as aforesaid, in the exercise of the power and authority conterred upon and vested in it as such trustee, and it is expressly understood and agreed by Trus ee and the Bank herein and by every person now or hereafter claiming any right or security hereunder that nothing contained terei into the Note secured by this Trust Deed shall be construed as creating any liability on the as Trustee personally to pay said Note and y interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the Note secured herein contained. against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note. but this waiver shall no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note IN WITNESS WHEREOF. Grantor(s) has/have executed this Trust Deed.

FRED MILLER Individual Grantor SANDRA MILLER Individual Grantoi Individual Grantor Individual Grantor Date: Date:

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SECOND TRUST DEED

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Title:			
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Ву:	PAINE THE SQUARE MANAGEMENT AND THE		
Title:	and the second		
STATE OF ILLUNOUS) 66		
COUNTY OF) 		/
I, the undersigned, a Notary P	ublic in and for said County, in th	he State atoresaid, DO HEREBY (CERTIFY that, Lucia
ONG Serdia treco	personally known to	me to be the same person whose	name(s) is (are) subscribed to
the foregoing instrument, approve	it before me this day in person,	and acknowledged that/	Kir signed, sealed
and delivered the said instrument	1 Kin	_ free and voluntary act, for the	ises and purposes therein se
forth, including the release and wa	aiver of the right of homestead.	()	
GIVEN under my hand and off	icial sea this	day of	19 92
Notary Public	"OFFICAL SEAL LIBB MOTOR Public, State of the Hotary Public, State of the Hotary Public Publi	nois 24-04	
My Commission Expires: ATTEST:	i9	17/2	
Its			
STATE OF HILIMOIS) SS:		
STATE OF ILLINOIS COUNTY OF)		
	ublic in and for the County and S	State aforesaid, DO HERESY CZR	TIFY that
-	Proceedings of	a cornocitio	
		ally known to me to be the same	Letsring whose names are
subscribed to the foregoing instruti			
		day in person and acknowledged	
delivered the said instrument as the			
for the uses and purposes therein s			
acknowledge that			
corporation, did affix the said corpo			
and as the free and voluntary act of	said corporation, as Trustee, for	the uses and purposes therein s	et forth.
GIVEN under my hand and offic	ial seal, this	day of	. 19
Notary Public			
My Commission Expires:	. 19		
When recorded return to: The Prude		Two Concourse Parkway, Suite 50	00. Atlanta, GA 30328

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The land referred to

is described as follows:

314
A SUPPA
F SECTION
N TOWNSHIP S
CITAL METERIAN

PARCEL MEMBER 26-17-309-041 IOT 313 (EXCEPT THE NORTH 18 FEDT THENDOF) NORTH 26 FEFT OF IOT 314 IN E.J. LEWIS' SOUTH EASTERN DINUIDINENT BEING A SUBDIVISION IN THE WEST 1/2 AND IN THE NORTHEAST