

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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92551201

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THIS INDENTURE WITNESSETH, That Harris Bank Roselle Trustee
under agreement Dated July 1 1992 known as Trust #
13406 (hereinafter called the Grantor), of

106 E. Irving Park Rd. Roselle, IL 60172
(No. and Street) (City) (State)

for and in consideration of the sum of \$23,560.85
Twenty Three Thousand Five Hundred Sixty & 85/100 Dollars
in hand paid, CONVEY AND WARRANT to Eleanor I. Belk

of 416 Spring South Rd. Schaumburg, IL 60193
(No. and Street) (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 Cook

and State of Illinois, to-wit: LOT 6024

in section 1 in Weathersfield Unit 6, being a subdivision in The South East Quarter in Section 29, Township 41 North, Range 10 East of the Third Principal Meridian according to the plat thereof recorded on the recorders office of Cook County Illinois of March 16, 1966, Document Number 1976895 in Cook County Illinois. 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: 07-29-402-024-00X0

Address(es) of premises: 1500 W. Princeton Lane Schaumburg Illinois

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

WHEREAS, The Grantor is justly indebted upon the principal promissory note bearing even date herewith, payable

in 59 equal installments of \$150.00 Including principal and interest, and 1 final installment of the remaining balance. Payments to be made on the first day of each month comencing on the first day of August 1992 and ending July 1 1997.

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 building 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 at any time on said premises insured in companies to be selected by the grantee herein, who 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 Trust Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said mortgage 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 and 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 the rate of 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 (6) Six 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 comparing 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 the date of sale shall have been entered or not, shall not be dismissed, nor the same hereof given, until all such expenses and disbursements, and the costs thereon, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor reserves 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: Harris Bank Roselle Trustee under agreement Dated July 1 1992 Trust #13406

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 Donna J. Young 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 mortgage to Barclay American Mortgage Corp. Loan # 183242, recorded as Document # 87199988, recorded 4/15/87, in the principal amount of \$83,028.24

Witness the hand and seal of the Grantor this 15th day of July, 19 92

(Signature for signature and seal)
(Belk) (SEAL)

Please print or type name(s) below signature(s)
\$23.50

(SEAL)

This instrument was prepared by Eleanor I. Belk 416 Spring South Rd. Schaumburg, IL 60193
(NAME AND ADDRESS)

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THIS TRUST DEED is executed by Harris Bank Roselle not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Bank personally to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Bank personally are concerned, the legal holder or holders of said note and owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed by these presents by its Vice-President - Trust Officer and attested by its Assistant Secretary, the day and year first above written.

HARRIS BANK ROSELLE

Trustee as aforesaid

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

By Samuel S. Shuckley
Vice-President - Trust Officer
Attest Butterfield J. Mayerhofer
Assistant Secretary

I, the undersigned, a NOTARY PUBLIC in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice-President - Trust Officer of Harris Bank Roselle and the above named Assistant Secretary of said Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President - Trust Officer and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of July 1992

"OFFICIAL SEAL"
JOAN F. RACINE, Notary Public
State of Illinois
My Commission Expires 10/28/95

Joan F. Racine
Notary Public

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BOX No.
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS