

# UNOFFICIAL COPY

HUBS DIRECT SECOND MORTGAGE (ILLINOIS)

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DEPT. OF RECORDING 425.00  
T:4444 FAX: 268 0878/99 41102100  
41345 : 1-111-657717  
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH THAT **RICHARD W. WIGBOLDY and MARY ALICE WIGBOLDY, his wife**

(hereinafter called the Grantor), of **6810 West 157th St., Tinley Park IL**

for and in consideration of the sum of **Ten and No/100 (\$10.00)**

in hand paid, CONVEY AND WARRANT to **RALPH G. WIGBOLDY** of **7336 W. Paradise Lane, Oriand Park IL**

92639717

Above Space For Recorder's Use Only

as Trustee, and to his successors as 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 2 in Clear View Manor, a Subdivision in the East 1/2 of the South West 1/4 of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, 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: **28-18-304-002-0000**  
Address(es) of premises: **6810 West 157th Street, Tinley Park, IL**

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IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein and delivered, in and by which note Grantors promise to pay the principal sum of Ninety Thousand and No/100 Dollars (\$90,000.00), and interest from June 29, 1992 on the balance of principal remaining from time to time unpaid at the rate of 6.75% percent per annum, such principal and interest to be payable in installments as follows: interest only in the amount of Six Thousand Seventy-Five and No/100 Dollars (\$6,075.00) on June 29, 1993 and Six Thousand Seventy-Five and No/100 Dollars (\$6,075.00) on the 29th of each June thereafter with the final payment of principal and interest due on the 1st day of July, 2001. Said Grantor is given the privilege to prepay without any penalty. If all or any part of the property or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at their option, require immediate payment in full.

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 is 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 first Trustee of Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 so 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 6.75% 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 9.0% 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 a 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, when a decree of sale shall have been entered or not, shall not be dismissed, nor reversed 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 person 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 **Richard W. Wigboldy and Mary Alice Wigboldy, his wife**

IN THE EVENT of the death, removal from said **COOK** County of the grantee, or of his resignation, refusal or failure to act, then **Hermine R. Wigboldy** of said County is hereby appointed to be first successor in this trust:

and if for any like cause no 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 **an existing first mortgage to Standard Federal Bank for Savings, dated April 8, 1992**

Witness the hand S and S of the Grantor this 29<sup>th</sup> day of JUNE, 1992

Richard W. Wigboldy (SEAL)  
Richard W. Wigboldy  
Mary Alice Wigboldy (SEAL)  
Mary Alice Wigboldy

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

This instrument was prepared by **Ronald Buikema, Attorney At Law, 16231 Wausau Avenue, South Holland, IL 60473**

\*of all sums secured by this Security Instrument.

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, RONALD BUIKEMA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD W. WIGBOLDY and MARY ALICE WIGBOLDY, his wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 29<sup>th</sup> day of June, 1992

(Impress Seal Here)

*Ronald Buikema*  
Notary Public

Commission Expires 10-19-92



92639717

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
TO  
\_\_\_\_\_



RETURN TO:  
RONALD BUIKEMA  
RECORDER'S  
BOX # 330

GEORGE E. COLE®  
LEGAL FORMS