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SECOND MORTGAGE (M.L.N.O.S)

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DEPT-01 RECORDING \$27.50  
T\$1111 TRAM 2529 05/15/92 15:40:00  
#0137 7 A \* 92-338346  
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That Robert D. Harnach and Paulette A. Harnach

(hereinafter called the Grantor), of 726 Mason Drive, LaGrange, Illinois

(City and Street) (City) (State)  
for and in consideration of the sum of Sixty Thousand and No/100  
(60,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Milbank Corporation  
of 135 South LaSalle Street, Chicago, Illinois

923388-15

Above Space For Recorder's Use Only

us Taxes, and to his successors 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:

See Exhibit "A" attached hereto and made a part hereof

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) 18-08-205-074  
Address(es) of premises: 726 Mason Drive, LaGrange, Illinois 60525

WHEREAS, nevertheless, for the purpose of securing performance of the covenants and agreements herein, the Grantor is justly indebted upon the principal note bearing even date herewith, payable

to the Milbank Corporation, in and by which note the Grantors promise to pay the said principal sum and interest at the rate and installment as provided in said note, with a final payment of the balance due on the 31st day of May, 2022, and all of said principal and interest are to be made payable at 135 S. LaSalle Street, Room 143, Chicago, IL 60603

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;

(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 of 8.25 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 accruing from time of such breach percentage per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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 document preparation, stenographer's charges, cost of procuring or compiling an 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 item of said premises, shall be taxed as costs and included in any decree and may be rendered in such foreclosure proceedings; which proceeding, and the 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 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 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: Robert D. Harnach and Paulette A. Harnach

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

This trust deed is subject to See Exhibit "B" attached hereto and made a part hereof.

Witness the hand s. and seal s. of the Grantor this 14th day of May, 1992.

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

Robert D. Harnach (SEAL)  
Paulette A. Harnach (SEAL)  
Paulette A. Harnach

This instrument was prepared by Michael B. Johannsen, Esq., Winaton & Strawn  
35 West Wacker  
Chicago, IL 60601

2750

CS0497 30f50  
FIRST AMERICAN TITLE INSURANCE CO.

923388-15

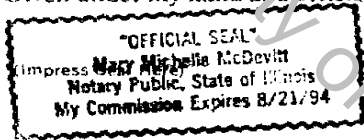
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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert D. Harnach and Paulette A. Harnach

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 14th day of May, 1992.



Mary Michelle McDevitt  
Notary Public

Commission Expires \_\_\_\_\_

PROPERTY OF COOK COUNTY CLERK'S OFFICE

92000510

BOX No. \_\_\_\_\_

SECOND MORTGAGE

**Trust Deed**

TO

GEORGE E. COLE®  
LEGAL FORMS

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9 2 5 3 3 3 4 6

## EXHIBIT "A"

PARCEL 1: LOT 1 IN RAY ROTOLO RESUBDIVISION OF LOT 3 AND VACATED PORTION OF 50TH STREET LYING EAST OF WEST LINE OF LOT 3 IN OWNER'S DIVISION OF LOT 8 IN JAMES F. STEPINA'S SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 83.125 FEET OF THE EAST 12.15 FEET OF LOT 2 IN OWNERS DIVISION OF LOT 8 IN JAMES F. STEPINA'S SUBDIVISION IN WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



M. J. Bank

135 S. La Salle # 413

Chicago, IL 60603

9228616

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## EXHIBIT B

1. Mortgage dated May 14, 1992 and recorded May \_\_, 1992 as document number \_\_\_\_\_ executed by Robert D. Harnach and Paulette A. Harnach, husband and wife, and given to Margaretten & Co., Inc. to secure a note in the amount of \$202,300.00.
2. Building line of 35 feet located on the Easterly line of said lot as shown on the plat of subdivision recorded July 26, 1988 as document number 88331815.
3. Easements for public utilities and drainage over, upon and under the Northerly 15 feet and the Westerly 10 feet as shown on the plat of subdivision recorded July 26, 1988 as document number 88331815.
4. Easements in favor of the Illinois Bell Telephone Company, the Commonwealth Edison Company and their respective successors and assigns for the purpose of installing and maintaining all equipment necessary to serve the land and other property with telephone and electric service, together with the right to overhang aerial service wires, and the right of access thereto as created by grant and shown on the plat of the aforesaid subdivision recorded July 26, 1988 as Document Number 88331815 over and across the Northerly 15 feet and the Westerly 10 feet of the land.
5. Ordinance No. 0-88-15 recorded July 26, 1988 as document number 88331814, relating to, vacation of said public right-of-way will relieve the public from further burden and responsibility of maintaining said portion of 50th Avenue.
6. Ordinance No. 0-88-17 recorded July 26, 1988 as document number 88331815, relating to approving subdivision plat of the Ray Rotolo Resubdivision.
7. Encroachment of the concrete walk and chimney over and across the 15 foot Utility Easement to the North as disclosed on the survey prepared by Certified Survey Company, dated April 8, 1992 and being numbered 92651.

92308816

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