

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILL. DR. 1)

38-55710

92339781

This Indenture, WITNESSETH, That the Grantor s. Nickolas Schober, III and Amber D. Schober

of the City of Hanover Park County of Cook and State of Illinois

for and in consideration of the sum of Eleven Thousand Seven Hundred Twenty and 40/100 Dollars

in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee

of the City of Chicago County of Cook and State of Illinois

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Hanover Park County of Cook and State of Illinois, to-wit:

LOT 24 IN BLOCK 65 IN HANOVER HIGHLANDS UNIT NUMBER 9, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 1969 AS DOCUMENT 20828255, IN COOK COUNTY, ILLINOIS.

P.R.E.I. #07-20-212-027

Property address: 8133 Dartmouth Lane, Hanover Park

DEPT-01 RECORDING 23.00
T#3333 TRAN. 5262 05/18/92 11:06:00
#3067 + C #92-339781
COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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

WHEREAS, The Grantor's Nickolas Schober, III and Amber D. Schober

justly indebted upon one real estate contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 97.67 each until paid in full, payable to

Window Concepts Inc., and assigned to Pioneer Bank & Trust Company

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon... (2) To pay prior to the first day of June in each year, all taxes and assessments... (3) To keep all buildings now or at any time on said premises insured in companies... (4) That waste to said premises shall not be committed or suffered; (5) To pay all prior incumbrances and the interest thereon...

IN THE EVENT of failure 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... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven 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.

IN WITNESS by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof -- including reasonable solicitors 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 paid 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceeding... that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said 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.

In the Event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

David J. Patterson

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, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. And when all 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.

Witness the hand and seal of the grantor this 11th day of March A. D. 1992

X [Signature] (SEAL)

X Amber D. Schober (SEAL)

(SEAL)

(SEAL)

2300

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Box No. 22

SECOND MORTGAGE

Trust Deed

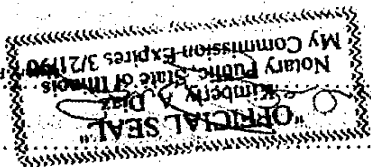
TO

R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company
4000 W. North Ave.
Chicago, Illinois 60639

Property of Cook County Clerk's Office



day of March, A. D. 1992

I, Kimberly A. Day, Notary Public in and for said County, in the State aforesaid, do hereby certify that Nickolas Schorger III and Amber D. Schorger personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook }
1992

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