

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

AMT. 1000

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are disclaimed.

THIS INDENTURE WITNESSETH, That William P. Northey and
Winifred E. Northey,

(hereinafter called the Grantor), of 233 Linden,
Oak Park, Illinois,

(the "and street") (the "and street") (the "and street")

for and in consideration of the sum of \$10.00 plus other

valuable consideration Dollars

in hand paid, CONVEY U. S. AND WARRANTED to Harris Trust

& Savings Bank

of 200 N. Monroe Street, Chicago, Illinois

(the "and street") (the "and street") (the "and street")

Mothers, with the fixtures 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

rente, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

LOT 23 IN MAY MANOR, A SUBDIVISION OF THE WEST 16.57 ACRES OF THE SOUTH 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID, SUBDIVISION RECORDED FEBRUARY 8, 1923 IN BOOK 169 OF PLATS, PAGE 6 AB DOCUMENT 7397130 IN COOK COUNTY, ILLINOIS.

F.I.L. 10 - 626 - 8245 - C107

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 is justly indebted upon A Settlement Agreement, bearing even date herewith, payable

Cook County
MORTGAGE
661620786

The Settlement Agreement
THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as it shall fall due and in accordance with the terms 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 repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) that whilst 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 directly to the trustee or Mortgagor, and second to the "Hewitts-in-reason-thereof" interests may appear, which policies shall be left and remain with the said Mortgagor 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 or the interest thereon, or to discharge or purchase any tax liens 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. Harris Trust & Savings Bank prime rate per annum shall be no much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, in 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 5% 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 compiling 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 grantor 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 debt upon said premises, shall be taxed 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 release 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 filing 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 Harris Trust & Savings Bank.

IN THE EVENT of the death or removal from said County of the grantor, or of his resignation, retirement, future transfer, that William P. Northey of the same address as above is hereby appointed to be first successor in this trust; and if for any like cause or if first successor fail or refuse to act, the person who shall then be the acting successor of the grantor is hereby appointed to be second successor in this trust; and whenever the aforesaid covenants and agreements are performed, the grantee or his successors in title, shall release and premises to the party entitled, on receiving his reasonable charges.

This instrument is subject to:

Witness the hand and seal of the Grantor this 21st day of January, 1993

William P. Northey (SEAL)
William P. Northey

Winifred E. Northey (SEAL)
Winifred E. Northey

This instrument was prepared by Law Offices of Arthur S. Gold & Associates, Ltd., 11 S. LaSalle St.
(NAME AND ADDRESS) Suite 2500, Chicago, IL 60603

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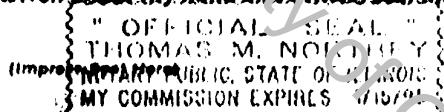
STATE OF Illinois
COUNTY OF Cook

ss.

I, Thomas M. Northey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William P. Northey and Minifred E. Northey

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 a 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 29th day of January, 1993.



Thomas M. Northey
Notary Public

Commission Expires January 15, 1993

90573789

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO



George E. Cole
1000 N. Cicero Ave.
Suite 200
Chicago, IL 60642
(312) 455-0500

GEORGE E. COLE
LEGAL FORMS

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ETM II

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2-8-93

DATE MICROFILMED

J.A

CAMERA OPERATOR

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