

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

93079799 935.50

DEPT-01 RECORDING 15777 TRAM 3921 02/01/93 10:16:08 93079799 COOK COUNTY RECORDER

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

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

for and in consideration of the sum of \$10.00 plus other valuable consideration Dollars in hand paid, CONVEYED AND WARRANTED to Harris Trust & Savings Bank

of 200 N. Monroe Street, Chicago, Illinois

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 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 AS DOCUMENT 7397130 IN COOK COUNTY, ILLINOIS.

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

The Settlement Agreement

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as the same shall become due and payable, 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 shall be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first mortgage or Mortgagee, and secured in the name of the holder of the first mortgage; (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 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.

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 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 document evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure deed - 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 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 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 Trust & Savings Bank

IN THE EVENT of the death or removal from said County of the grantee, or of his recognition, refusal or failure to pay, the County of Cook is hereby appointed to be the first successor in this trust; and if for any like cause the 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

Witness the hand and seal of the Grantor this 27th day of January, 1993

William P. Northey (SEAL) Winifred E. Northey (SEAL)

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

COOK COUNTY MORTGAGE

93079799

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UNOFFICIAL COPY

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 Winifred E. Northey

personally known to me to be the same person(s) whose name(s) 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 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.

" OFFICIAL SEAL "
THOMAS M. NORTHEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/15/96

Thomas M. Northey
Notary Public

Commission Expires January 15, 1996

93079799

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

Debra S. Gold
11 S. La Salle St
Ste 2500
Chicago IL 60603



MAIL TO

GEORGE E. COLE'S
LEGAL FORMS

UNOFFICIAL COPY

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END

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2-8-93

DATE MICROFILMED

JA

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