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THIS INDENTURE WITNESSETH, That Gary W. Voogt and Cynthia A. Voogt

(hereinafter called the Grantor), of 6220 Carlsbad Drive, Tinley Park, Illinois 60477

for and in consideration of the sum of TWO HUNDRED THOUSAND DOLLARS AND NO/100 Dollars

in hand paid, CONVEY AND WARRANT to TINLEY PARK BANK

of 16255 S. Harlem, Tinley Park, IL. 60477

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:

and legally described in Rider "A" attached and made a part hereof

DEPT-11 RECORD.Y \$25.00
T#0011 TRAN 6351 02/23/93 13:34:00
#3464 # *-93-140943
COOK COUNTY RECORDER

93140943

Above Space For Recorder's Use Only

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): 28-29-105-025

Address(es) of premises: 6220 Carlsbad Drive, Tinley Park, Illinois 60477

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

WHEREAS, The Grantor is justly indebted on principal promissory note bearing even date herewith, payable

This Note is executed pursuant to a revolving line of credit under which Borrower is indebted to Bank and evidences the aggregate unpaid principal amount of all advances made or to be made by Bank to Borrower under the Note.

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 or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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, at the rate of _____ 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 thereon from time of such breach at _____ 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 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 such 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: Gary W. Voogt and Cynthia A. Voogt

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

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, 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 Deeds to the party entitled, on receiving his reasonable charges.

This trust deed is subject to

Witness the hand and seal of the Grantor this 28th day of November, 1992

Gary W. Voogt (SEAL)

Cynthia A. Voogt (SEAL)

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

This instrument was prepared by Tinley Park Bank, 16255 S. Harlem, Tinley Park, IL. 60477 (NAME AND ADDRESS)

25.00 RP

9314-943

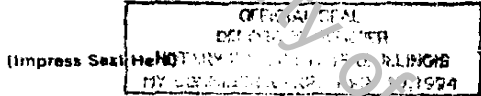
UNOFFICIAL COPY

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 Gary W. Voogt and Cynthia A. Voogt

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 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 28th day of November, 1992.



Deborah M Scheer
Notary Public

Commission Expires 4-10-94

Property of Cook County Clerk's Office

93140943

BOX No.

SECOND MORTGAGE

Trust Deed

TO

RETURN RECORDED DOCUMENT TO:

TINLEY PARK BANK
16255 S. Harlem
Tinley Park, IL. 60477

BOX 342

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

RIDER "A"

LEGAL DESCRIPTION

LOT 25 IN BLOCK 3 IN LANCASTER HIGHLANDS UNIT NUMBER 2, A SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH WEST 1/4 THENCE SOUTH 00 DEGREES, 00

MINUTES, 09 SECONDS WEST ALONG THE WEST LINE OF THE SAID NORTH WEST 1/4 A DISTANCE OF 879.05 FEET, MORE OR LESS, TO THE SOUTH WEST CORNER OF LANCASTER HIGHLANDS UNIT NUMBER 1; THENCE NORTH 89 DEGREES, 59 MINUTES, 51 SECONDS EAST ALONG THE SOUTH LINE OF SAID LANCASTER HIGHLANDS UNIT NUMBER 1, 700.22 FEET; THENCE NORTH 66 DEGREES, 12 MINUTES, 43 SECONDS 43.74 FEET; THENCE NORTH 46 DEGREES, 06 MINUTES, 59 SECONDS EAST 140.00 FEET; THENCE NORTH 45 DEGREES, 38 MINUTES, 27 SECONDS EAST 60.00 FEET; THENCE NORTH 46 DEGREES, 06 MINUTES, 59 SECONDS EAST 115.00 FEET TO THE SOUTH EAST CORNER OF SAID LANCASTER HIGHLANDS UNIT NUMBER 1; THENCE SOUTH 43 DEGREES, 53 MINUTES, 01 SECONDS EAST 299.90 FEET; THENCE SOUTH 37 DEGREES, 50 MINUTES, 52 SECONDS EAST 59.93 FEET; THENCE SOUTH 34 DEGREES, 57 MINUTES, 44 SECONDS EAST 52.90 FEET; THENCE NORTH 00 DEGREES, 50 MINUTES, 09 SECONDS EAST 33.00 FEET; THENCE SOUTH 09 DEGREES, 09 MINUTES, 59 SECONDS EAST 120.34 FEET; THENCE SOUTH 11 DEGREES, 32 MINUTES, 43 SECONDS EAST 60.05 FEET; THENCE SOUTH 09 DEGREES, 09 MINUTES, 59 SECONDS EAST 133.65 FEET; THENCE SOUTH 80 DEGREES, 50 MINUTES, 09 SECONDS WEST 342.70 FEET; THENCE SOUTH 89 DEGREES, 49 MINUTES, 40 SECONDS WEST 248.25 FEET; THENCE NORTH 66 DEGREES, 26 MINUTES, 35 SECONDS WEST 80.47 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 09 SECONDS WEST 115.74 FEET; THENCE NORTH 65 DEGREES, 59 MINUTES, 51 SECONDS WEST 660 FEET, MORE OR LESS TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES, 00 MINUTES, 09 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER SECTION 290.00 FEET MORE OR LESS TO THE POINT OF BEGINNING ACCORDING TO THE PLAT OF SAID LANCASTER HIGHLANDS UNIT NUMBER 2 REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 17, 1960 AS DOCUMENT NUMBER 2393490.

Permanent Index No.: 28-29-105-025-0000

Commonly-Known As: 6220 Carlsbad Drive, Tinley Park, Illinois

93140943

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