

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Alan H. Harmony,
a bachelor

(hereinafter called the Grantor), of
1531 W. Victoria St. Chicago, Ill. 60660
(No. and Street) (City) (State)

for and in consideration of the sum of \$52,000.
Fifty two thousand Dollars

in hand paid, CONVEY AND WARRANT to
Carol Hagen, POD Estate of Carol Hagen Cook
of 1592 Oak Ave. Evanston, Ill. 60201-4234
(No. and Street) (City) (State)

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 19 in Block 6 in Devon Western Addition to Rogers Park, a Resubdivision of Lots 1 to 24, inclusive, in Margaret Faber's Subdivision of the South 6 chains of the Southeast 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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 (if any) 11 - 31 - 314 - 018
Address(es) of premises: 6413-15 N. Oakley Avenue Chicago, Ill. 60645

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

Loan principal of \$52,000 is due monthly on the 25th, for about five years, with \$1,500 minimum payment and 2% charge for late payment.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided, 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 said Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 if money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment 9 1/2 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 by the Grantor 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 9 1/2 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, geographer's charges, cost of procuring or comparing 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 proceedings, whether the date of sale shall have been entered or not, shall not be dismissed, nor shall the same be 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, covenants 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 same premises.

The name of a record owner is: Alan H. Harmony, Cook County of the grantee, or of his resignation, refusal or failure to act, then

Carol Hagen POD Estate of Carol Hagen Cook 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 premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to A 2% charge for late payment after the 25th of the month

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

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

Alan H. Harmony (SEAL)
Alan H. Harmony

Carol Hagen (SEAL)
Carol Hagen

This instrument was prepared by Alan H. Harmony 1531 W. Victoria St. Chicago, Ill. 60660
(NAME AND ADDRESS)
and Carol Hagen 1592 Oak Ave. Evanston, Ill. 60201-4234



Handwritten initials or signature.

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STATE OF Illinois
COUNTY OF Cook } ss.

I, LUISA S. CARTECIANO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN H. HARMONY AND CAROL HAGEN

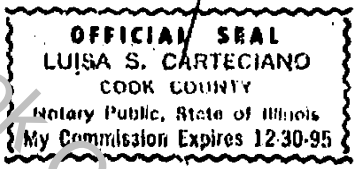
personally known to me to be the same persons whose names ^{as they} subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ^{they} signed, sealed and delivered the said instrument as ^{their} free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Given under my hand and official seal this 28th day of August, 1992

(Impress Seal Here)

Commission Expires 12-30-95

[Signature]
Notary Public



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BOX No. _____

SECOND MORTGAGE
Trust Deed

Alan E. Harmony
TO
Carol Hagen

POD Estate of Carol Hagen

GEORGE E. COLE
LEGAL FORMS