

94491161

TRUST DEED - SECOND MORTGAGE

UNOFFICIAL COPY

REAL ESTATE INDEX NUMBER 30-32-403-110-1017

This Indenture, WITNESSETH, that the Grantor(s) Mark Allen, a Bachelor
18521 Wentworth, E3

County of Cook of the Village of Lansing
and State of Illinois for and in consideration

of the sum of Thirty Thousand One Hundred Nine and 20/100 Dollars in hand paid,
(principal \$ 25,000.00 interest \$ 5,109.20)

CONVEY(S) AND WARRANT(S) to First National Bank of Illinois, a National Banking Association as trustee organized and existing under the laws of the United States of America, of the Village of Lansing, County of Cook and State of Illinois, 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Lansing County of Cook and State of Illinois to wit: See legal on the reverse side.

DEPT-01 RECORDING 423.50
T0012 TRAN 2865 06/02/94 15:09:00
#2083 # SK *-94-491461
COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws and, all without any relief from valuation or appraisal 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) Mark Allen, a Bachelor

Justly indebted upon his principal promissory note(s) bearing over (date herewith),
payable to order of First National Bank of Illinois, Lansing, Illinois, as follows: Five Hundred One and 82/100 Dollars on the
20th day of June, 1994, and Five Hundred One and 82/100 Dollars on the
20th day of each month thereafter, for the succeeding 58 months and a final payment of
Five Hundred One and 82/100 on the 20th day of May, 1999

THE GRANTOR(S) covenant(s) and agree(s) as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and to 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 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 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 the title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor(s) agree(s) 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 incurred 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 said indebtedness had then matured by express terms.

IT IS AGREED by the grantor(s) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor'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(s); and the like expenses and disbursements, occasioned by any suit or proceeding against the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor(s). 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 dissolved, 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(s) for said grantor(s) and for the heirs, executors, administrators and assigns of said grantor(s) waive(s) all right to the possession of, and income from said premises pending such foreclosure proceedings, and agree(s) 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(s), or to any party claiming under said grantor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

It is further expressly understood and agreed between the parties hereto, that the laws of the State of Illinois regarding notes and mortgages will be controlling in the event of any litigation, even though property mortgaged may be situated outside the territorial limits of the State of Illinois.

Witness the hand(s) and seal(s) of the grantor(s) at Lansing, Illinois this 14th day of May
A.D. 19 94

Mark C Allen (SEAL)
Mark Allen (SEAL)

State of Illinois SS.
County of Cook



This Document Prepared By:

Irma L. Deichen
First National Bank
of Illinois
3256 Ridge Road
Lansing, IL 60438

I, Irma L. Deichen, a Notary Public in and for said
County, in the State aforesaid, do hereby certify that Mark Allen, a Bachelor

personally known to me to be the same
person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that he (they) signed, sealed and delivered the said instrument as
his 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 Notarial Seal, this 14th day of May
A.D. 19 94

OFFICIAL SEAL
IRMA L. DEICHEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. 8/22/95

Irma L. Deichen
Notary Public

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CI\CONDO\LEGAL

LEGAL DESCRIPTION RIDER

Parcel 1: Unit Number 11 in Country Club Condominium No. 1, as delineated on a survey of the following described real estate: The North 81.82 feet of the South 97.82 feet of the East 141.75 feet of the West 180.00 feet of Lot 3 in Country Club Condominium Subdivision of part of the South East 1/4 of Section 32, Township 36 North, Range 15 East of the Third Principal Meridian, which survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document Number 90028397 as amended from time to time together with its undivided percentage interest in the common elements in Cook County, Illinois.

Parcel 2: Easement for ingress and egress for the benefit of Parcel 1 as shown on the plat of Country Club Condominium Subdivision recorded July 29, 1988 as Document 88340895, as though the same were fully set forth herein, and as shown on the Plat attached thereto as Exhibit D.

Parcel 3: The exclusive right to the use of parking space 11 a limited common element as delineated on the survey attached to the Declaration aforesaid recorded as Document 90028397.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This Deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

Subject to restrictions and conditions of record; easements, including easements established by or implied from the Declaration of Condominium or amendments thereto; limitations and conditions imposed by the Condominium Property Act and general taxes for 1990 and subsequent years.

PIN: 30-32-403-107

Commonly known as: 18521 Wentworth Avenue, Lansing, IL 60438

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