

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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94941001

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THIS INDENTURE WITNESSETH, that LASALLE NATIONAL TRUST, N.A.,
as trustee under trust agreement dated 10/5/94 and
known as Trust No. 119057, and not personally
(hereinafter called the Grantor), of
135 S. LaSalle Street, Chicago, IL 60603
(No. and Street) (City) (State)

DEPT-01 RECORDING \$25.00
T#5555 TRAM 8169 11/03/94 16:13:00
#3061 & JJ #-94-941001
COOK COUNTY RECORDER
94941001

for and in consideration of the sum of TWENTY NINE THOUSAND FIVE
HUNDRED AND NO/100 (\$29,500.00) Dollars

in hand paid, CONVEY AMUSEMENT to CYNTHIA C.
CARPENTER & JEFFREY S. CARPENTER
of 422 S. Harvey Ave., Oak Park, IL 60302
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

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:

Lots 7 and 8 in Block 1 in the subdivision of the East 1/4 of the Southwest 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the Chicago Harlem and Batavia Railway right of way, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Box 260

Permanent Real Estate Index Number: 16-08-317-014

Address(es) of premises: 138 N. Austin Boulevard, Oak Park, IL 60302

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

WHEREAS, The Grantor is justly indebted upon one principal promissory note bearing even date herewith, payable or more

in installments as follows: TWO HUNDRED EIGHTY ONE AND 93/100 (\$281.93) Dollars on the third day of December, 1994; and TWO HUNDRED EIGHTY ONE AND 93/100 (\$281.93) Dollars on the third day of each month thereafter for 58 consecutive months, with a final payment of principal and interest of balance due and owing on the third day of November, 1999.

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 first 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 they shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, 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 eight (8) 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, 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 nine (9%) 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 stamps, 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 a 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 a 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 cost 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: LASALLE NATIONAL TRUST, N.A., Trust #119057 DATED 10/5/94

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 Cook 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 first mortgage to LaSalle Talman Bank dated November 3, 1994

Witness the hand and seal of the Grantor this 3rd day of November, 1994.

LASALLE NATIONAL TRUST, N.A., as trustee
under t/a dated 10/5/94 a/k/a Trust #119057
By [Signature] (SEAL)
VICE PRESIDENT (SEAL)

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

This instrument was prepared by MARVIN G. LANZEL, 112 N. LaGrange Rd., LaGrange, IL 60525
(NAME AND ADDRESS)

FOR MORE INFORMATION CONTACT THE COUNTY CLERK'S OFFICE AT 94941001

TO HAVE A PART THEREOF

THIS MORTGAGE IS A SECOND MORTGAGE

200

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Harriet Deniewicz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph W. Lang, Senior Vice President of LaSalle National Trust, N.A.

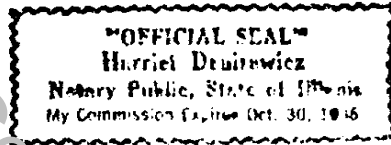
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 3rd day of November, 1994

(Impress Seal Here)

Harriet Deniewicz
Notary Public

Commission Expires _____



BOX No.

SECOND MORTGAGE

94933002
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS