

UNOFFICIAL COPY 01076860

THIS INDENTURE, WITNESSETH, That JAMES HOLT, divorced and not since remarried,

(hereinafter called the Grantor), of 1720 Winthrop Lane, Schaumburg, Illinois 60193  
(No. and Street) (City) (State)

for and in consideration of the sum of TEN and 00/100 (\$10.00) Dollars  
in hand paid, CONVEY AND WARRANT to MARY ELLEN HOLT, divorced and not since remarried,  
of 1755 Carib Lane, Mount Prospect, Illinois 60056  
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village of Schaumburg County of Cook and State of Illinois, to-wit:

LOT 256 IN WEATHERSFIELD UNIT NUMBER 2, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1959 AS DOCUMENT 17587718, IN COOK COUNTY, ILLINOIS.

P.I.N. 07-20-302-006

DEPT-01 RECORDING \$23.50  
T40012 TRAN 1575 01/25/94 09:38:00  
\$2906 \$ \* -94-076860  
COOK COUNTY RECORDER

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, JAMES HOLT, divorced and not since remarried, is justly indebted upon a principal promissory note bearing even date herewith, payable to MARY ELLEN HOLT, her heirs and assigns, in the amount of FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS with interest thereon at the rate of seven percent (7%) per annum, in accordance with a Judgment for Dissolution of Marriage entered on September 28, 1993. Payments are to be made in thirty-six (36) monthly installments of ONE HUNDRED FIFTY-FOUR and 39/100 (\$154.39) DOLLARS beginning on the first day of October, 1993, and on the first day of each and every month thereafter until the note is paid in full, except that the final payment of ONE HUNDRED FIFTY-FOUR and 18/100 (\$154.18) DOLLARS shall be due on the first day of September, 1996.

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 erected 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 Mortgagees or Trustees 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 ten (10%) 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 or 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 ten (10%) 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 an abstract 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: MARY ELLEN HOLT

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 LOIS KULINSKY, Escrowee 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 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.

Witness the hand and seal of the Grantor, this 30th day of September, 1993



James Holt  
JAMES HOLT

(SEAL)

(SEAL)

LOIS KULINSKY & ASSOCIATES, LTD., Attorneys at Law

This instrument was prepared by 395 E. Dundee Road, Suite 200, Wheeling, Illinois 60090  
(NAME AND ADDRESS)

2350  
2386

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, BONNIE S. EHRENBERG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES HOLT

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 notarial seal this 30 day of September, 1993.

(Impress Seal Here)

Bonnie S. Ehrenberg  
Notary Public.

Commission Expires



94076860

BOX No.

SECOND MORTGAGE  
**Trust Deed**

JAMES HOLT

TO

MARY ELLEN HOLT

GEORGE E. COLE  
LEGAL FORMS