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#### TRUST DEED SECOND MORTGAGE

THIS INDENTURE WITNESSETH, That Larry Machonga and Ingrid Machonga, married to each other, (hereinafter called the Grantor) of 1407 S. Prospect, Park Ridge, Illanois for and in consideration of the same of Thirty Thousand and No/200ths (\$20,000,00) Dollars, in hand paid, CONVEY, and WARRANT, to South Park Church of Park Rudge, Inc., an Illumois componition of 1320 South Courtland, Park Ridge, Blippin

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 a paratus and fixtures, and everything appuricant thereof, together with all rents issues and profits of exid premises, situated in the Cov 1, y of Cook and the State of linguis, to wit:

See attached Exhibit A

LST AMERICAN TITLE Order & TELL

Hereby releasing and warving all rights unversal by virtue of the homestead exemption laws of the State of Hurois.

Permanent Ruel Estate Index Number(s): 12-02-27-4-03

Address(on) of premises: 1407 S. Primost Pad Polled Blowie

IN TRUST, perpethelise for the purpose of accuracy performance of the coverants end sylvensols herein.

WHEREAS, The Grantor is justly undebted upon one principal provincery notety) bearing even date herewith, payable to South Park Church of Park Ridge, Inc., on Illinois corporation, in the amount of Thirty Thousand and Not100ths (\$30,000.00) Delibers due and payable in accordance with the trans of the Note.

THE GRANTOR covenants and agrees as follows: (i) 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 recoverent; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit regainst therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements in said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be constanted or suffered; (5) to keep all buildings or the constanted or suffered; (5) to keep all buildings now or at any time on said premises insured in companies, to be selected by the grants, howin, 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 parein as their interests may appear, which policies shall be left and tennin with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thorson, at the time or times when the same shall become one 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 retorest 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 15 per cent per annum shall be so much additional indel tedaess sacured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including prizeipal and all carned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest therein from time of such breach at 15 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as it all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and dishursements paid or incurred in behalf of plaintiff in connection with the foreclosures hereof -- including reasonable attorney's fees, cuttays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole rifle of said premises embracing

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fore:Insure 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 inlease horeof given mill 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 compliant to income this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantos, or any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with preser to collect the rune, issues and profits of the said premises.

The name of a record owner is: Larry Machener and Journal Machenea

IN THE EVENT of the deafn or removal from said Cook County of the Grantee, or of his resignation, refusal or failure to act, then Gr gory S. Gazn of Stabbeen, Lundoerg, Callahan and Orr of said County is hereby appointed to be first successor in this first, and if for any like cause said first successor tails or refuses to act, the person who shall then be the noing Recorder of Death of said County is hereby appointed to be second successor in this trust. And when all of the aloresaid coverants and agreements are performed, the grantee or his successor in trust, shall release amo promises to the party scritted, on meeting his reasonable charges.

This trust doed is subject to First Mortgage in the amount of \$160,000.00 to NBO Mortgage Company dated September 27, 1995. The Rides attached Service is incorporated herein by this reference.

Wistors the hand(s) and sealis) of the Grano, this 3

day of Saplandan, 1995

herid Me no lek

Suite of Illinois

Piease print or type mone(s) helow argumetere(s)

County of Cook

I, the undersigned, a Notary Publi in and for said County, in the State aforescid. DO HEREBY CERTIFY that Larry Machonga and Ingrid Machonga, married to each other, personally known to ree to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the foregoing instrument as his free and voluntary liet, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Orven under my hand and official seal, this 27 day of Santhage

"OFFICIAL SEAL"
MEGAN R. CAWLEY
Notary Public. State of filinois
My Commission Expires Seat 6, 1999

Instrument Prepared By:

Gregory S. Gann Shaheen, Lundberg, Callahan and Orr 20 North Wacker Drive - Suite 2900 Chicago, Elimois 60606-3192 NOTARY PUBLIC

Commission Expires: 1/6

Mail to:

Gregory S. Gann
Shaheen, Lundberg, Callahan and Orr
20 North Wacker Drive - Suite 2900
Chicago, Illinois 60606-3192

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RIDER TO TRUST DEED DATED SEPTEMBER 27, 1995
EXECUTED BY LARRY MACHONGA AND
INGRID MACHONGA ("MORTGAGOR")
RELATING TO THE REAL ESTATE COMMONLY
KNOWN AS 1407 S. PROSPECT
PARK RIDGE, ILLINOIS (THE "PREMISES")

This Rider is attached to the referenced Trust Devd. In the event of any conflict between the Trust Deed and the Rider, the Rider shall controlly.

Mortgagor shall provide the holder of the hills with evidence of payment of all real estate taxes, special assessments and insurance premiums relating to the Premises within thirty (30) days after the date such sums become due and payable. In the event that Mortgagor fails or refuses to provide the holder of the note with evidence of such payment, the holder of the note shall have the option to advance any of such sums on Mortgagor's behalf and the amount so advanced shall be added to the unpaid principal of the note secured by this Trust Deed and shall bear interest at the rate of fifteen percent (15%) per annum. The holder may also at any time that Mortgagor is not current in payment of real estate tax payments for the Premises require Mortgagor to pay to the holder of the note on the day that monthly installments of principal and interest are payable under the note, until the note is paid in full, a sum equal to one-twelfth (1/12) of the annual real estate taxes and special assessments imposed upon the Premises, all as reasonably estimated initially and from time to time by the holder of the note on the basis of tax bills, special assessment bills and reasonable estimates thereof.

In the event the holder of the note elects to require this escrow, such funds shall

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accounting of the funds used to pay such real estate taxes and special assessments, showing credits and debits to the account and the purpose for which each debit to the account was made. The holder of the note shall also promptly refund to Mortgagor any funds held to pay real estate taxes, and special assessments on the Premises when the note is paid in full.

- 2. All notices required in this Trust Deed shall be deemed to have been duly given upon actual delivery or two (2) business days after mailing by U.S. certified or registered mail, postage prapaid and return receipt requested, addressed to Mortgagor at the address of the Premises and to the holder of the note at the following address, or, in each case, at such other address as either Mortgagor or the holder of the note may designate in writing to the other party: Gregory S. Garn, Esq., Shaheen, Lundberg, Callahan and Orr, 20 North Wacker Drive, Suite 2900, Chicago, Illinois 69606.
- 3. At the option of the holder of the Note secured by this Trust Deed and upon thirty (30) days' prior written notice of Mortgagor, all principal indebtedness evidenced thereby, together with any and all accrued interest, shall become due and payable upon the actual or attempted sale, assignment, pledge, incumbrance, conveyance, or lease of all or any portion of the Premises or any other transfer of all or any part of the Premises, or transfer of any beneficial interest in any trust holding title to such real estate, or a change in the use of the Property.
- 4. Mortgagor shall at all times while the note secured by this Trust Deed remains unpaid and at its expense, carry and maintain for the muchal benefit of Mortgagor and the holder of the note, hazard insurance in the amount of \$195,000.05 and general public liability insurance against claims for personal injury, sickness or disease, including death and property damage, which occurs in, on or about the Premises, or in, on or about the streets, sidewalks or the property immediately adjacent to the Premises.

Mortgagor shall, from time to time, deliver to the holder of the note certificates of such insurance which shall be produced from responsible insurance comparious which are authorized to do business in the state of Illinois and approved by the holder of the note. Such insurance may be obtained by Mortgagor by endorsement on a blanket insurance policy, provided that the holder of the note is furnished with satisfactory proof that such blanket insurance policies shall name Mortgagor and the holder of the note as insureds thereunder, shall provide that losses shall be paid to said insureds as their respective interests may appear, and shall provide that the same may not be modified or cancelled except upon twenty (20) days prior written notice to Mortgagor and the holder of the note.

5. The Mortgugor does hereby sell, assign, transfer, and set over unto the Trustee and its successors and assigns, all the rents, issues and profits now due and which may hereafter

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become due, under or by virtue of any lease, whether written or verbal, and any letting of, or any agreement for the uses or occupancy of, any part of the premises heretofore described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the availe thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as above and commonly known as 1407 S. Prospect, Park Ridge, Illinois and does authorize irrevocably the above mentioned South Park Church of Park Ridge. Inc., an Illinois corporation, as Trustee in its own name to collect all of said avails, rents, issues and profits arising our accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist. For said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to sue and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Trustee or its agerts, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgment deemed proper and advisable. This ee agrees not to activate this assignment of rents unless Mortgagor is in default under the Note.

- 6. Mortgagor shall not and will not (nor shall any beneficiary of Mortgagor) apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of the lien of this Trust Dect, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, including its torreficiary, waives any and all right to have the Fremises and estates comprising the Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety.
- 7. Mortgagor shall not cause or permit any "Hazardous Substance" (as hereinafter a defined) to be used, stored, generated or disposed of on or in the Premises. If Hazardous Substances are used, stored, generated or disposed of on or in the Premises, or if the Premises co

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become contaminated in any manner for which Mortgagor is legally liable, Mortgagor shall indemnify and hold harmless the holder of the note from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid for settlement of claims, autorneys fees, consultant and expert fees arising after the date of this Trust Deed. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Mortgagor causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination. Mortgagor shall promptly, at its sole cost and expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Mortgagor shall first obtain the holder's approval for any such remedial action. As used ne ein, the term "Hazardous Substance" shall mean any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of Illinois, or the United States government, and includes, without limitation, and an all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law,

IN THE EVENT OF THE COMMENCEMENT OF A JUDICIAL PROCEEDING TO FORECLOSE THIS TRUST DEED, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS TRUST DEED ON BEHALF OF MORTGAGOR. AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AFTER THE DATE OF THE EXECUTION OF THIS TRUST DEED AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE APPLICABLE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF ILLINOIS, AND FOR ALL THAT IT MAY LEGALLY BIND WHO ACQUIRE ANY INTEREST IN OR TITLE TO THE PREMISES SUBSPONENT TO THE DATE HEREOF, AND AGREES THAT WHEN SALE IS HAD UNDER ANY DECREE OF FORECLOSURE OF THIS TRUST DEED, UPON CONFIRMATION OF SUCH SALE. THE SHERIFF OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED, OF OTHER OFFICER MAKING SUCH SALE, OR HIS SUCCESSOR IN OFFICE, SHALL BE AND IS AUTHORIZED IMMEDIATELY TO EXECUTE AND DELIVER TO THE PURCHASER AT SUCH SALE, A DEED CONVEYING THE PREMISES, SHOWING THE AMOUNT PAID THEREFOR, OR IF PURCHASED BY THE PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR.

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THE MORTGAGOR FURTHER HEREBY WAIVES AND RELEASES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS AND ALL RIGHTS TO RETAIN POSSESSION OF THE PREMISES AFTER ANY DEFAULT IN OR BREACH OF ANY OF THE COVENANTS, AGREEMENTS OR PROVISIONS HEREIN CONTAINED.

8. Within thirty (30) days of receipt of all amounts due the holder of the Note under the note and Irasi Deed, the holder shall prepare and deliver to Mortgagor a release deed releasing this Trust Deed and indicating the note has been paid in full. Mortgagor shall pay the Trustee's fees pertaining to the issuance and release of the Trust Deed.

IN WITNESS WHIREOF, Mortgagor has executed and delivered this Rider to the attached Trust Deed this 27 day of September, 1995.

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**MORTGAGOR** 

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Ingrid Machonga

Please return after recording to:

Gregory S. Gann, Esq.
Shaheen, Lundberg, Celishan and Orr, P.C.
20 North Wacker Drive, Suite 2900
Chicago, Illinois 60606

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