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TRUST DEED
SECOND MORTGAGE (ILLINOIS)

. DEPT-01 RECORDING \$29.00
. T#0012 TRAN 8259 12/20/95 13:48:00
. #4845 + DT *-95-885187
. COOK COUNTY RECORDER

② THIS INDENTURE WITNESSETH, that JAMES P. MULHOLLAND, II, a married man; AGUSTIN MANCILLA and LETICIA MANCILLA, his wife; and STEVEN J. WISKERCHEN and PATRICIA A. WISKERCHEN, his wife (hereinafter called the Grantor), of 321 S. McLean Blvd., Elgin, Illinois 60123 for and in consideration of the sum of One Hundred Fifty-Seven Thousand Five Hundred and no/100 Dollars in hand paid, CONVEY AND WARRANT to WARREN A. FURST of 277 Otis Road, Barrington, Illinois 60010 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:

SEE LEGAL DESCRIPTION ATTACHED

HERETO AS EXHIBIT "A"

THIS MORTGAGE IS A SECOND MORTGAGE

This Instrument Prepared by and after Recording Return to:

Thomas C. Rydell
SCHEFLOW, RYDELL, TRAVIS & SCHEFLOW
53 Douglas Avenue, Suite 200
Elgin, Illinois 60120
Phone: (708) 695-2800
Fax No. (708) 695-4547

BOX 333-CTI

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

THIS SUBJECT PROPERTY IS NON-HOMESTEAD PROPERTY AS TO JAMES P. MULHOLLAND, III AND HIS SPOUSE.

Permanent Real Estate Index Number(s): 06-18-300-032-0000.

Address(es) of premises: 831 Bode Rd., Elgin, Illinois 60120

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 Interest only monthly by payments of \$1,050.00 commencing December 10, 1995 through November 10, 1997 and interest only payments of \$1,191.25 commencing December 10, 1997 through November 10, 2002 and then the entire unpaid principal and interest shall be due December 10, 2002.

Grantors may prepay without notice or penalty.

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 payments; (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 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 of 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

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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 12 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 12 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 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 or 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 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 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: WARREN A. FURST, BILLIE L. FURST and ROBERT M. STANZLER FAMILY TRUST DATED 1-3-1994.

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 BILLIE L. FURST 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.

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This trust deed is subject to a first mortgage to Amcore Bank in the amount of \$365,000.00.

Witness the hands and seals of the Grantor this 6th day of November, 19.

James P. Mulholland, II (SEAL)
James P. Mulholland, II

Steven J. Wiskerchen (SEAL)
Steven J. Wiskerchen

Agustin Mancilla (SEAL)
Agustin Mancilla

Patricia A. Wiskerchen (SEAL)
Patricia A. Wiskerchen

Leticia Mancilla (SEAL)
Leticia Mancilla

State of Illinois)
) SS.
County of Kane)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES P. MULHOLLAND, II, a married man; AGUSTIN MANCILLA and LETICIA MANCILLA, his wife; and STEVEN J. WISKERCHEN and PATRICIA A. WISKERCHEN, his wife personally known to me 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 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 homestead.

Given under my hand and official seal this 6th day of November, 19.

Thomas C. Rydell
Notary Public

Commission Expires _____



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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 4 in Lord's Park Terrace, a part of Lot 16 of the County Clerk's Subdivision in the Southwest 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

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