

UNOFFICIAL COPY

FORM NO. 222
April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

3591538

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That Marshall Tucker and Elaine Tucker, his wife

(hereinafter called the Grantor), of 1028 Florence, Evanston, IL
(No. and Street) (City) (State)

for and in consideration of the sum of Thirteen Thousand, Nine Hundred & Seventy Seven Dollars and 60/100 Dollars

in hand paid, CONVEY AND WARRANT to State National Bank
of 1603 Orrington Ave., Evanston, IL
(No. and Street) (City) (State)

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:

Above Space For Recorder's Use Only

The South Half (1/2) of Lot Five (5) in Block One (1) in Pitner's Second Addition to Evanston, a Subdivision of the North Half (1/2) of the Southwest Quarter of the Northeast Quarter of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian.

Permanent Tax Number: 10-24-216-026
Address of Property: 1028 Florence, Evanston, Illinois

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 is justly indebted upon principal promissory note bearing even date herewith, payable

To State National Bank in the amount of \$13,977.60 to be repaid in 60 monthly installments of \$232.96 each beginning on the 14th day of December, 1986; and every month thereafter until the final monthly installment is paid on the 14th day of November, 1991.

note FD

The sales or transfer of the premises or an assignment of beneficial interest in the premises, without the written consent of the trustee or the holder of the Note, shall constitute a default by the Mortgagor hereunder.

THIS DOCUMENT WAS PREPARED IN DUPLICATE.

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 mortgagee 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 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 so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 10.50 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 10.50 per cent per annum, shall be recoverable by foreclosure, 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 and/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 any decree that may be rendered in such foreclosure proceedings; which proceeding, when 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 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 said premises.

The name of a record owner is Marshall Tucker and Elaine Tucker, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then **REGISTRAR OF TITLES** 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.

This trust deed is subject to State National Bank

Witness the hand and seal of the Grantor this 30th day of October 1986
Marshall Tucker (SEAL)
Marshall Tucker

Please print or type name(s) below signature(s)
State National Bank
1603 Orrington Ave.
Evanston, IL 60204
Elaine Tucker (SEAL)

This instrument was prepared by Juliet P. Woodfork, State National Bank
(NAME AND ADDRESS)

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Lucy Nesbitt, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marshall Tucker and Elaine Tucker, his wife

personally known to me to be the same person s whose name s 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 notarial seal this 30th day of October, 1986

(Impress Seal Here)

Lucy M. Nesbitt
Notary Public

Commission Expires My Commission Expires Dec. 2, 1989

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REGISTERED TO
RECORDS DEPARTMENT
FEB 13 AM 9 51

3591538

Notary Public

Address
Promised
Delivered

State Natl Bank
Orrington At Davis
Evanston Ill 60204

104889610
2/10/86
RECORDED

BOX No.

SECOND MORTGAGE
Trust Deed

TO