

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

*[Handwritten signature]*

WITNESSETH, That the Grantor S. LAWRENCE J. CARNEY, JR. AND ANGELITTA CARNEY, HIS WIFE

of the CITY of DES PLAINES County of COOK and State of ILLINOIS

for and in consideration of the sum of FORTY THREE HUNDRED AND NO/100 Dollars in hand paid, CONVEY AND WARRANT to ~~XXXXXXXXXXXXXXX~~ ROBERT E. NOWICKI, TRUSTEE

of the City of Chicago County of Cook and State of Illinois 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, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the CITY of DES PLAINES County of COOK and State of Illinois, to-wit: The East twelve (12) feet of Lot six (6) and the West Thirty-three (33) feet of Lot Seven (7) in Block thirty-two (32) in Des Plaines Manor Tract No. 2, in the West Half (1/2) of Section 17, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat recorded July 14, 1911 as Document No. 14793564.

Property address: 922 Thacker, Des Plaines, Illinois 60016  
P.I.N. 09-17-324-017

3724204

DES PLAINES

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's LAWRENCE J. CARNEY, JR. AND ANGELITTA CARNEY, HIS WIFE

justly indebted upon their one retail installment contract bearing even date herewith, providing for 36 installments of principal and interest in the amount of \$ 141.81 each until paid in full ~~XXXXXXXXXXXX~~

which Retail Installment Contract has been assigned by M. WALTER & COMPANY to NORTHWEST NATIONAL BANK OF CHICAGO.

The GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement standing time of payment; (2) to pay prior to the first day of June 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 to so 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 agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven 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 term.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof (including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises including 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 taxes, 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 considered, nor shall release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor or to any party claiming under said grantor appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then ~~XXXXXXXXXXXX~~ DENNIS TONGE 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 11th day of MARCH A. D. 19 88

*[Handwritten signature]*  
*[Handwritten signature]*

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

RECORDED IN BOOK NO. 111 PAGE NO. 111

UNOFFICIAL COPY

1235534  
Box No. 246  
210  
19

# Trust Deed

SECOND MORTGAGE

3724204  
3724204  
CARNEX, JR., AND

ANGELITA CARNEX, HIS WIFE

19

Subscribed by  
ROBERT E. STONICKI, Trustee  
Address

Premised

Deliver cert. to

THIS INSTRUMENT WAS PREPARED BY:

Address: 1000

Deliver to

NORTHWEST NATIONAL BANK OF CHICAGO  
3685 MILWAUKEE AVE. CHICAGO, I. 60641  
TELEPHONE 277-7700

NORTHWEST NATIONAL BANK  
3685 MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60641

Property of Cook County Clerk's Office

3351504

MY COMMISSION EXPIRES  
APRIL 7, 1989

Notary Public

*Edwin B. Houston*

Given under my hand and Notarial Seal, this 17th day of MARCH A. D. 19 88

personally known to me to be the same person as 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.

I, *Edwin B. Houston* a Notary Public in and for said County, in the State aforesaid, do hereby certify that LAWRENCE J. CARNEX, JR., AND ANGELITA CARNEX, HIS WIFE

State of Illinois }  
County of Cook }  
ss.