

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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3762675

THIS INDENTURE WITNESSETH, That David B. Szrom and Lynn R. Schwerman (married to each other).

aka Lynn R. Szrom (hereinafter called the Grantor), of 400 Hamilton Wood, Homewood, IL 60430
(No. and Street) (City) (State)

for and in consideration of the sum of Thirty Five Thousand and No/100 Dollars

in hand paid, CONVEY AND WARRANT to Beverly Bank-Matteson
of Route 30 & Kostner Ave., Matteson, IL 60443
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

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: Lot 26 in Hamilton Wood being a Resubdivision of that part of Kuechler's Subdivision of the North West 1/4 of the North West 1/4 of Section 8, Township 35 North, Range 14, East of the Third Principal Meridian, lying West of the East Right of Way line of Kuechler Ave., also part of the South West 1/4 of the South West 1/4 of Section 5, Township 35 North, Range 14, East of the Third Principal Meridian, according to Plat of said Hamilton Wood Registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 23, 1962, as Document Number LR 20, 455, 91.

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NOTE FD

in 35 installments of \$482.12 (principal and interest) and final payment of the balance due on the 36th.

This Trust Deed covers all renewals, conversions, or extensions of the promissory note mentioned above.

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 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 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 11.00% 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 11.00% 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 any other abstract showing the whole title of said premises embracing foreclosure decree, 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, and the decree of sale shall have been entered or not, shall not be dismissed, and the use 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/or 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: David B. Szrom and Lynn R. Schwerman (married to each other)

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 Chicago Title and Trust Co. 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.

XXXXXXXXXXXXXXXXXXXX

Witness the hand and seal of the Grantor this 10th day of December, 1988

X David B. Szrom (SEAL)
DAVID B. SZROM

Please print or type name(s) below signature(s)

Lynn R. Schwerman Szrom (SEAL)
LYNN R. SCHWERMAN - SZROM

and mail to: Eva Delnegro

This instrument was prepared by/ Beverly Bank-Matteson, Route 30 & Kostner, Matteson, IL 60443.
(NAME AND ADDRESS)

3762675

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, THOMAS J. CANNA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID B. SEPOM AND LYNN R. SCHWARTZMAN - SEPOM are 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 official seal this 10TH day of DECEMBER, 1988

(Impress seal here)

Thomas J. Canna
Notary Public

Commission Expires My Commission Expires April 5, 1990

Property of Cook County Clerk's Office

ILLINOIS
SECOND MORTGAGE
Trust Deed

3762675

TO

3762675

3762675

Beverly M. Martin
Trustee & Custodian
Matteson, Jr. 60440

GEORGE E. COLE'S
 LEGAL FORMS

UNOFFICIAL COPY

SECOND MORTGAGE
Trust Deed

3762675

TO

3762675

3762675

GEORGE E. COLE
LEGAL FORMS

WITNESSES

George E. Cole
George E. Cole

Property of Cook County Clerk's Office

(Impress Seal Here)

My Commission Expires April 1, 1990

Notary Public

George E. Cole

Given under my hand and official seal this 10th day of December, 1988

waver of the right of first refusal
instrument as ~~made~~ free and voluntarily act, for the uses and purposes therein set forth, including the release and
personally known to me to be the same person ~~and~~ whose name ~~is~~ subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that ~~they~~ signed, sealed and delivered the said

State address, DO HEREBY CERTIFY that *DAVID R. SPORN AND LYNN R. SPORN*
SPORN AND LYNN R. SPORN
a Notary Public in and for said County, in the

STATE OF ILLINOIS
COUNTY OF COOK

SS.