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Cook County Recorder 23.50

**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS**



TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That MINA ABLIN COATES,

(hereinafter called the Grantor), of 734 BUCKINGHAM COURT, HOFFMAN ESTATES, ILLINOIS 60194
(No. and Street) (City) (State)

for and in consideration of the sum of TEN (\$10.00) Dollars
 in hand paid, CONVEY AND WARRANT to RONALD B. RUDNICKE and/or KATHRYN A. RUDNICKE
 of 3709 RYWICK, ROLLING MEADOWS, ILLINOIS 60008
(No. and Street) (City) (State)

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, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rent, issues and profits of said premises, situated in the COUNTY
 of COOK County of ILLINOIS and State of Illinois, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO

COMMONLY KNOWN AS: 80 FOREST PARK
HOFFMAN ESTATES IL

PERMANENT INDEX NUMBER: 0715-309-020

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 MINA ABLIN COATES

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



KATHRYN RUDNICKE
c/o 806 E. NERBE Rd.
ROSELLE IL 60172

12/14

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Lot 20 in Block 48 in Hoffman Estates III, being a Subdivision of part of Section 15, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 11, 1956 as Document Number 16693491 in Cook County, IL

Subject to mortgage dated June 28, 1979 and recorded July 6, 1979 as Document Number 25037739 made by Robert D. Knoke and Alta J. Knoke, his wife to Percy Wilson Mortgage and Finance Corporation to secure a note for \$68,500.00 which grantee assumes and agrees to pay; and subject to general real estate taxes for the year 1985 and subsequent years; easements, covenants and restrictions of record.

PROPERTY AT 80 Forest Park, Hoffman Estates, IL

PERMANENT INDEX NO. 07-15-309-020

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 Mortgagees or Trustees 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight 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 or 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 eight 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 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 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 an 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: MINA ABLIN COATES

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 _____ 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 next 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 30th day of JUNE 1995

Mina Ablin Coates (SEAL)
MINA ABLIN COATES

(SEAL)

This instrument was prepared by JOHN L. EMMONS, Attorney at Law

(NAME AND ADDRESS)

P.O. BOX 910, MT. PROSPECT, IL 60056