

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24008390

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE WITNESSETH That Sam Gold and Doris Gold, his wife (Jt. Ten.)-----  
 (hereinafter called the Grantor), of 9331 N. Overhill Court Morton Grove Illinois  
(No. and Street) (City) (State)  
 for and in consideration of the sum of Five Thousand Nine Hundred Fifty-one and 40/100----- Dollars  
 in hand paid, CONVEY AND WARRANT to The Northlake Bank  
 of 26 W. North Avenue Northlake Illinois  
(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 rents, issues and profits of said premises, situated in the Village  
 of Morton Grove County of Cook and State of Illinois, to-wit:

-----Lot 50 in Glen Grove Terrace, A Subdivision of part of the East  
 half of the Northwest Quarter of Section 13, Township 41 North, Range 12,  
 East of the Third Principal Meridian.-----

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. Sam Gold and Doris Gold, his wife-----  
 justly indebted upon ----- principal promissory note bearing even date herewith, payable

-----\$70.85 on the 29th day of October, A. D. 1978; \$70.85 on the  
 29th day of each and every month thereafter for eighty-six months,  
 and a final payment of \$70.85 on the 29th day of September, A. D. 1983-----

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) to maintain said premises free from 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, secondly, 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 money so paid, the Grantor agrees to repay immediately without demand, and the interest 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 on 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, costs of procuring documentary evidence, stenographer's charges, costs 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 a 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 the proceeds that may be rendered in such foreclosure proceedings; which proceeds, whether the decree of sale shall have been entered or not, shall not be disbursed, 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 claims 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 other 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 receiver is Sam & Doris Gold, (Jt. Ten.)-----  
 of Cook County of the grantee, or of his resignation, refusal or failure to act, The Chicago Title Insurance Company 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 S and seal of the Grantor, S this twenty-ninth day of August 19 78

X Sam Gold (SEAL)  
 X Doris Gold (SEAL)

This instrument was prepared by Gaza E. Cooke, c/o The Northlake Bank, 26 W. North Ave.,  
(NAME AND ADDRESS) Northlake, IL 60164

# UNOFFICIAL COPY

REC-31-11-48  
1978

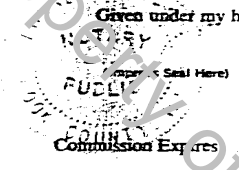
24609290

STATE OF ILLINOIS COUNTY OF COOK 24609290 - REC 10.00

I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sam Gold and Doris Gold, 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 notarial seal this twenty-ninth day of August, 1978.



*[Signature]*  
Notary Public



24609290

BOX No.  
SECOND MORTGAGE  
**Trust Deed**  
  
SAM GOLD and  
DORIS GOLD, his wife  
TO  
THE NORTHLAKE BANK  
26 W. North Avenue  
Northlake, IL 60164



GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT