

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois) **667920** **25830291**

THIS INDENTURE, WITNESSETH, That Harold Gotthelf and Ruth A. Gotthelf, his wife,

(hereinafter called the Grantor), of 8 Ct. of Bay View, Northbrook, Illinois 60062
(No. and Street) (City) (State)

for and in consideration of the sum of Twenty Five Thousand and No/00 Dollars
in hand paid, CONVEY AND WARRANT to Chicago Title and Trust Company
of 111 W. Washington Street, Chicago, Illinois 60603
(No. and Street) (City) (State)

and 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 Northbrook County of Cook and State of Illinois, to-wit: Parcel 1:

Lot 209, in ancient tree, Unit 1-'H', Being a resubdivision of parts of lots 1003, 2016 and 2018, in ancient tree, Unit number 1, being a subdivision of parts of the North East 1/4 of the South West 1/4, and the South East 1/4 of the North West 1/4 of section 8, Township 42 North, Range 12 East of the third principal meridian, in Cook County, Illinois.

Parcel 2:

Easement for ingress and egress, appurtenant to and for the benefit of Parcel 1 as set forth in the plat of subdivision recorded in the recorder's office of Cook County, Illinois, on October 13, 1977 as document number 24145958, and as created by Deed made by American National Bank and Trust Company of Chicago, a national banking association, as trustee under trust agreement dated August 23, 1973 known as Trust Number 32211 to Harold Gotthelf and Ruth A. Gotthelf, his wife dated May 14, 1979 and recorded June 5, 1979 as document 24989613 all in Cook County, Illinois.

It is intended that this instrument shall secure any extensions or renewals of said loan up to a total amount of \$25,000.00.

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 Grantors Harold Gotthelf and Ruth A. Gotthelf, his wife, justly indebted upon One principal promissory note bearing even date herewith, payable

to the order of Bank of Elk Grove in the principal sum of Twenty Five Thousand and No/00 Dollars, on the 2nd day of July, 1981 with interest on the principal balance from time to time unpaid at the rate of 18% per annum payable at maturity.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1981 APR -7 AM 10:19

Lidnyk R. Olson
RECORDER OF DEEDS

25830291

10.00

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 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 thirty 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 lost 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 Trustees until the indebtedness is 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 to 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 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 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, or days for documentary evidence, stenographer's charges, cost of printing 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 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 the said premises.

The name of a record owner Harold Gotthelf and Ruth A. Gotthelf of said County is hereby appointed to be

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, 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 Grantors, this 2nd day of April, 1981

This document prepared by
Rene' Purcell, Bank of Elk Grove,
100 East Higgins Road
Elk Grove Village, Illinois 60007

Harold Gotthelf (SEAL)
Ruth A. Gotthelf (SEAL)

25830291

BOX 533

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Valerie K. Ptack, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold Gotthelf and Ruth A. Gotthelf, 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 2nd day of April, 19 81.



Valerie K. Ptack
Notary Public

Identification No. 667920
CHICAGO TITLE AND TRUST COMPANY, Trustee
By Jane Graves
Assistant Secretary

25830291

BOX No.	
SECOND MORTGAGE	
Trust Deed	
TO	
<i>Mell To.</i>	
BANK OF ELK GROVE	
100 E. HIGGINS ROAD	
ELK GROVE VILLAGE, IL 60007	

FORM 15277 BANKFORMS, INC.

END OF RECORDED DOCUMENT