

UNOFFICIAL COPY

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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That Gerald J. Zarmin and Elaine F. Zarmin
 (hereinafter called the Grantor), of 4000 Miller Drive, Glenview, IL 60025
 (No. and Street) (City) (State)
 for and in consideration of the sum of Fourteen Thousand Dollars and 00/100 ***** Dollars
 in hand paid, CONVEY ^S AND WARRANT ^S to Chicago Title and Trust Co.
 of 111 W. Washington Street, Chicago, IL
 (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 fol-
 lowing described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures,
 and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the _____
 of Glenview County of Cook and State of Illinois, to-wit:

Lot 27 in the Willows North Unit 2, being a subdivision of the South 1/2
 of the South 1/2 of the North East 1/4 of Section 20, Township 42 North
 Range 12, East of the Third Principal Meridian, in Cook County, Illinois

1000

IT IS INTENDED THAT THIS DOCUMENT SHALL SECURE ANY EXTENSIONS OR RENEWALS
 OF SAID LOAN UP TO A TOTAL AMOUNT OF \$14,000.00.

COOK COUNTY, ILLINOIS
 FILED FOR RECORD

Sidney K. Olson
 RECORDER OF DEEDS

1979 OCT 18 PM 2:15

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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 ONE Gerald J. Zarmin and Elaine F. Zarmin
 justly indebted upon _____ principal promissory note bearing even date herewith, payable

To the order of the Bank of Elk Grove the principal sum of Fourteen Thousand
 Dollars and 92/100 (including interest) on the 15th day of November, 1979
 and Three Hundred Dollars and 92/100 (including interest) on the 15th day of
 each month thereafter, to and including the 15th day of September, 1984 with
 a final payment of the balance due on the 15th day of October, 1984 with
 interest on the principal balance from time to time unpaid at the rate of 10.50
 per cent per annum payable monthly.

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 Trustee until the indebtedness is fully paid; (6) to pay all prior incum-
 brances, 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 if 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 and 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 the 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 fore-
 closure hereof—including reasonable attorney's fees, or days for documentary evidence, stenographer's charges, cost of procuring a com-
 pleting 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 de-
 cree 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 with-
 out 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 _____
 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 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 S of the Grantor. This 15th day of October, 1979

Gerald J. Zarmin (SEAL)
Elaine F. Zarmin (SEAL)
 Elaine F. Zarmin

This document prepared by: Valerie K. Ptack, Bank of Elk Grove, 100 E. Higgins
 Road, Elk Grove Village, IL 60007

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