

GEORGE E. COLE* LEGAL FORMS

FORM NO. 2202 April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS) COOK COUNTY, ILLINOIS FILED FOR RECORD

26 973 342 Redmyk Olson RECORDER OF DEEDS

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

1984 FEB 17 AM 10:27

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FEB 17 '84 69-34-644J

THIS INDENTURE WITNESSETH That Herbert Hoffman, Jr. and Annie L. Hoffman, his wife

(hereinafter called the Grantor), of 1536 Pitner Ave., Evanston, Ill. 60201

for and in consideration of the sum of \$28636.84 Dollars

in hand paid, CONVEY AND WARRANT to First National Bank of Skokie of 8101 Lincoln Ave., Skokie, Ill. 60077

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 3 (except the South 18.2 feet thereof) and the South 1.10 feet of Lot 2 in Block 5 in Fowler & Carney Addition to Evanston, a subdivision of the North West Quarter of the South West Quarter of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 1536 Pitner Avenue, Evanston, Illinois.

Above Space For Recorder's Use Only

Hereby releasing and waiving all rights under and the value 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 is justly indebted upon one promissory note bearing even date herewith, payable

In the amount of \$28636.84 payable in 61 installments of \$278.97 each and a final payment of \$11898.64, including interest at the rate of 14.9% per annum on the balance of principal, from time to time unpaid, beginning March 20, 1984 and continuing on the same date of each month thereafter until the loan is paid. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed.

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 when due in each year, all taxes or assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair 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 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 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 reimburse immediately without demand, and the same with interest thereon from the date of payment at _____ 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 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 _____ 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 proceedings, 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 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 _____ County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from said _____ 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.

This trust deed is subject to _____

Witness the hand _____ and seal _____ of the Grantor this 15th day of February 1984.

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

Herbert Hoffman (SEAL) Annie L. Hoffman (SEAL)

This instrument was prepared by First National Bank of Skokie 8001 Lincoln Skokie, Ill. 60077 (NAME AND ADDRESS)

26 973 342

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Dorothy Young, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herbert Hoffman and Annie L. Hoffman, his wife

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 14th day of February, 19 84

(Impress Seal Here)

Dorothy Young
Notary Public

Commission Expires 7/30/87

BOX NO. 333
SECOND MORTGAGE
Trust Deed

HERBERT & ANNIE HOFFMAN

TO

First National Bank of Skokie
8001 Lincoln
Skokie, Ill. 60077

26 973 342

GEORGE E. COLE®
LEGAL FORMS