

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois) **26095899** FORM No. 2202  
September, 1975

GEORGE E. COLE  
LEGAL FORMS

105685

THIS INDENTURE, WITNESSETH, That EDWARD S. ZITTMAN and FLORENCE E. ZITTMAN,  
his wife

(hereinafter called the Grantor), of 8743 North Ridgeway Skokie Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Fifteen Thousand Eight Hundred Seventy Six and no/100  
in hand paid, CONVEY AND WARRANT, to FIRST AMERICAN MORTGAGE COMPANY  
of 1211 West 22nd Street, Suite 512 Oak Brook 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 City  
of SKOKIE County of COOK and State of Illinois, to-wit:

Lot 32 (except the South 20 feet thereof) and all of Lot 33 in Block 1 in Dempster Crawford Manor, a Subdivision of that part of the Northwest quarter of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, lying westerly of East Prairie Road (except the South 17½ chains) as recorded on September 4, 1924 as Document #025818, in Cook County, Illinois.

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 EDWARD S. ZITTMAN and FLORENCE E. ZITTMAN justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable

See Exhibit "A" attached hereto and by this made a reference hereof.

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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 on 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 to insure, or pay taxes or assessments, or prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, 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 compiling 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 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 recorder of Deeds is: \_\_\_\_\_  
IN THE EVENT of the death or removal from said DuPage 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 hands and seals of the Grantors, this 18th day of December, 19 81.

Edward S. Zittman (SEAL)

Florence E. Zittman (SEAL)

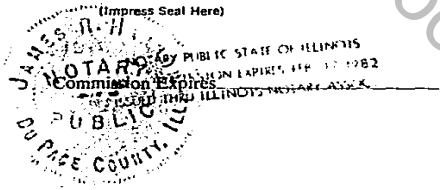
This instrument was prepared by James R. Hannon, 1211 W. 22nd St., Oak Brook, IL  
(NAME AND ADDRESS)

STATE OF ILLINOIS }  
COUNTY OF DuPage } ss.

I, JAMES R. HANNON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward S. Zittman and Florence E. Zittman

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 18th day of December, 19 81.



James R. Hannon  
Notary Public

26095899

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_

GEORGE E. COLE®  
LEGAL FORMS

Property of Cook County Clerk's Office

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## EXHIBIT "A"

(a) and interest from December 17, 1981 to June 17, 1982 on the balance of principal remaining from time to time unpaid at the reate of Forty-Eight (48%) percent per annum, such interest to be payable in installments as follows:

\$635.04 on the 17th day of January, 1982 and \$635.04 on the 17th day of each month thereafter for five (5) consecutive months;

(b) interest from June 17, 1982 to December 17, 1982 on the balance of principal remaining from time to time unpaid at the rate of Thirty-Six (36%) percent per annum, such interest to be payable in installments as follows:

\$476.28 on the 17th day of July, 1982 and \$476.28 on the 17th day of each month thereafter for five (5) consecutive months;

(c) interest from December 17, 1982 to December 17, 1983 on the balance of principal remaining from time to time unpaid at the rate of Twenty-Four (24%) percent per annum, such interest to be payable in installments as follows:

\$317.52 on the 17th day of December, 1982 and on the 17th day of each month thereafter for eleven (11) consecutive months.

(d) with a final payment of principal of Fifteen Thousand Eight Hundred Seventy Six and no/100 Dollars (\$15,876.00) on December 17, 1983.

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DEC 29 10 13

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END OF RECORDED DOCUMENT