

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

THIRD TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

26352898

THIS INDENTURE WITNESSETH, That Joseph D. Levkovitz and
Hortense G. Levkovitz, his wife

(hereinafter called the Grantor), of
711 Hibbard Wilmette, Illinois

for and in consideration of the sum of Ninety-thousand and no/100
Dollars

in hand paid, Cash AND WARRANT to
Bank of the North Shore
of Northbrook Court Northbrook, Illinois

as Trustee, and to his successors in trust hereinafter named, the following described real
estate, with the improvement 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 1 in block 1 in 3rd addition to Wilmette Laramie subdivision being a subdivision of
lot 4 in County Clerk Division of section 31, township 42 north, range 13 together with
the east 1/2 of vacated alley 1, in west adjoining said lot lying east of the 3rd principal
meridian in Cook County, Illinois.

Property commonly known as: 711 Hibbard, Wilmette, 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 is justly indebted upon one principal promissory note bearing even date herewith, payable
on demand, and if no demand is made then not later than September 11, 1985, in the
principal sum of Ninety-thousand and no/100 dollars, with interest thereon from
September 11, 1982 at the rate of 15.5% per annum initially and at a varying rate per
annum thereafter which shall be 2.0% per annum above the prime rate of Bank of the
North Shore and will fluctuate from day to day with such rate until demand, and with
interest after demand at a rate 7.0% per annum above the prime rate until fully paid.
Any change in the rate of interest payable on the Note resulting from a change in the
said prime rate shall be effective upon the date of such change.

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, assessments or levies 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 to said premises shall not be committed or suffered; (5) to insure all buildings now or at
any time on said premises insured in companies to be selected by the grantee herein, and 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 named in the
Trustee herein as their interests may appear, which policies shall be left and remain in full force 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 above incumbrances or the interest thereon when due, the grantor 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 affected by 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 20.50 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 20.50 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 said premises.

The name of a record owner is Joseph D. Levkovitz and Hortense G. Levkovitz, his wife
IN THE EVENT of the death, removal from said County of the grantor, 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 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 s and seal s of the Grantor this 11th day of September, 1982

Please print or type name(s)
below signature(s)
Joseph D. Levkovitz (SEAL)
Hortense G. Levkovitz (SEAL)

Marla Siegel Menolascino, Assistant Cashier Bank of the North Shore
This instrument was prepared by _____ (NAME AND ADDRESS) Northbrook Court
Northbrook, Illinois

26352898

UNOFFICIAL COPY

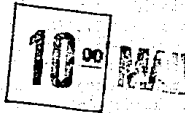
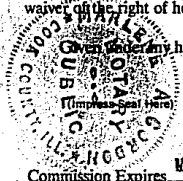
1982 SEP 16 PM 1 25
COOK COUNTY ILLINOIS

RECORDED *Marlene A. Gordon*

STATE OF Illinois SEP 16 82 636501 26352898 A - REC 10.20
COUNTY OF Cook

I, Marlene A. Gordon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph D. Levkovitz and Hortense G. Levkovitz, 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, on the right of homestead.

Given under my hand and official seal this 11th day of September, 19 82
Marlene A. Gordon
Notary Public
MY COMMISSION EXPIRES DECEMBER 2, 1984
Commission Expires



26352898

SMITH

26352898

BOX No. _____
717 S SECOND MORTGAGE
Trust Deed
TO: _____
FROM: _____
Mail to:
BANK OF THE NORTH SHORE
NORTHBROOK COURT
NORTHBROOK, IL, 60062
attn: Marla Menascino
MAIL TO PROPERTY
GEORGE E. COLE'S
LEGAL FORMS

END OF RECORDED DOCUMENT