

GEORGE E. COLE'S LEGAL FORMS

TRUST DEED SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202 April, 1980 COOK COUNTY ILLINOIS FILED FOR RECORD 1985 JAN 22 AM 11: 24

27 413 369 27413369

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

69.85.302 J 03.24.408.012 NB

THIS INDENTURE WITNESSETH, That ERROL P. LEVY, Divorced not since remarried, hereinafter called the Grantor), of Cook County, Illinois, for and in consideration of the sum of **Forty Five Thousand and no/100**plus interest as specified below** Dollars in hand paid, CONVEY AND WARRANT to Golf Mill State Bank of 9101 Greenwood Avenue, Niles, Illinois, 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:

11.00

Above Space For Recorder's Use Only

Lot 487 in WOODVIEW MANOR, UNIT NO. 4, being a Subdivision of Part of the South East Quarter of Section 24, Town 42 North, Range 11, East of the Third Principal Meridian 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 is justly indebted upon ~~++~~ promissory note bearing even date herewith, payable ++One collateral

**in lawful money of the United States to the order of Golf Mill State Bank at its office in Niles, Illinois, the sum of Forty Five Thousand and no/100(\$45,000.00) plus interest at the rate of Twelve & 9/10 percent (12.90%) per annum with interest payable monthly on the principal balance remaining from time to time unpaid. Interest shall be increased to the rate of Fourteen & 9/10 percent (14.90%) per annum after maturity or DEFAULT until all LIABILITIES are paid.

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 to said premises shall not be committed or suffered; (5) to secure 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 thereto, for the first Trustee or Mortgagee, paid 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 such taxes or assessments, or discharge or purchase any tax lien or title incumbering said holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title incumbering 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 the rate of 12.90% 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 14.90 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 documents, 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; 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 ERROL P. LEVY, Divorced not since remarried, County of the grantee, or of his resignation, refusal or failure to act, then IN THE EVENT of the death or removal from said Cook County of said County is hereby appointed to be first successor in this trust: Golf Mill State Bank of said County is hereby appointed to 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 First mortgage dated 4/15/68 made by Hollis Homes, Inc. to Bell Savings and Loan and recorded as document number 20470895.

Witness the hand and seal of the Grantor this 18th day of January, 1985

ERROL P. LEVY (SEAL)

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

Made to: Golf Mill State Bank, 9101 Greenwood Avenue, Niles, Illinois

This instrument was prepared by Golf Mill State Bank, 9101 Greenwood Avenue, Niles, Illinois (NAME AND ADDRESS)

BOX 333 WJ

27 413 369

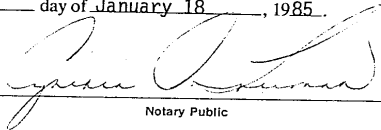
STATE OF Illinois }
COUNTY OF Cook } ss.

I, --the undersigned--, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that --Errol P. Levy--

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 notarial day of January 18, 1985.

(Impress Seal Here)


Notary Public

Commission Expires 5-7-87

BOX No.
SECOND MORTGAGE
Trust Deed

TO

27 413 369

GEORGE E. COLE®
LEGAL FORMS