

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

27272262

THIS INDENTURE, WITNESSETH, That Lewis D. and Carol E. Greenberg
(hereinafter called the Grantor), of 7851 Davis, Morton Grove, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Forty-Two Thousand Four Hundred and 00/100 Dollars
in hand paid, CONVEY AND WARRANT to Marina Bank
of 307 N. Michigan, Chicago 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 Village
of Morton Grove County of Cook and State of Illinois, to-wit:

Lot 146 in Robin Meadow Lane Unit No. 5, Subdivision in Section 13,
Township 41 North, Range 12 East of the Third Principal Meridian

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 Lewis D. and Carol E. Greenberg
justly indebted upon Forty-Two Thousand Four Hundred and 00/100 promissory note bearing even date herewith, payable

1. A note to Lewis Greenberg and Michael Friedman with the original principal of \$45,000 with a remaining balance of \$15,000 that was dated 12/04/82 and will mature on 9/1/86; payments of \$1,000 plus interest at a rate of Prime plus 3/4.
2. A note to Wippman, Greenberg, Friedman, Schenk & Masur, Ltd. in the original amount of \$7200 with a remaining balance of \$2400; dated 6/1/84 that will mature 4/1/85; payments of \$750 plus interest per month; at a rate of Prime plus 3/4.
3. A note to Lewis D. and Carol E. Greenberg, personally, for the amount of \$25,000 dated 9/3/84 that will mature on 9/1/89; payments of \$380.69 per month; at a rate of 13.50% fixed.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and 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 such car, 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 keep all buildings now or at any time on said premises insured in companies to be selected by the Trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness with loss clauses attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be held 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 so to insure, or pay taxes or assessments, or the prior 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 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 the 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, out of pocket or 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 grantor 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 suit 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: Lewis D. and Carol E. Greenberg
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 Marina Bank 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 and seal of the Grantors, this third day of September, 19 84

Lewis D. Greenberg (SEAL)
Carol E. Greenberg (SEAL)

This instrument was prepared by Marina Bank, 307 North Michigan, Chicago, IL 60601
(NAME AND ADDRESS)

