

TRUST DEED SECOND MORTGAGE (ILLINOIS)

NO. 85179453

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

85179453

A 942819J

THIS INDENTURE WITNESSETH, that Susan C. Gallagher

hereinafter called the Grantor, of 8130 Lorel Ave, Skokie, Il. 60077

for and in consideration of the sum of \$8,000.00 Principal and interest in the amount of \$3,168.40 in hand paid, CONVEY AND WARRANT to First National Bank of Skokie of 8001 Lincoln Ave, Skokie, Il. 60077

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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: Lots 7 and 8 in Block 2 in Meyer's Resubdivision of Lots 2 to 8 both inclusive and the West 33 feet of Lot #1 and that part of Lot 1 included between the East and West street lines of Lorel Avenue; extended from the North of Meyer's partition of Lot #4 of the Owner's Subdivision of the West 1/2 of Section 21, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.....

Hereby releasing and waiving all rights in fee 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 their principal promissory note bearing even date herewith payable in the amount of \$11,168.40 payable in 60 installments of \$186.14 each, including interest at the rate of 14.00% per annum on the balance of principal, from time to time unpaid, beginning October 4th, 1985 and continuing on the same date of each month thereafter until the loan is paid. Interest shall be computed on the basis of a 365 day year and charged for the actual number of days elapsed.

TIN: 10-21-318-020 F021
Property: 8130 Lorel Ave
Skokie, Il 60077

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, 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 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 kept and remain with the 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 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 the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, the amount so paid, and the Grantor agrees to pay such interest at the rate of 14.00 percent 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 14.00 percent per annum, shall be recoverable by foreclosure thereon, 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 read or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for document evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure docket - shall be paid by the Grantor, and the like expenses and disbursement, 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 charge on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, if a decree of sale shall have been entered or not, shall not be dismissed, nor shall any relief be rendered in, 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 in 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 _____ of said County is hereby appointed to be first successor in this trust;

and if for any like cause the 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 5th day of September, 1985

Susan C. Gallagher (SEAL)
Susan C. Gallagher

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

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

85-179-453

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Howard V. Tanker a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Susan C. Gallagher

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 she signed, sealed and delivered the said instrument her 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 5th day of September, 1985.

(Impress Seal Here)

Howard V. Tanker
Howard V. Tanker, Public

Commission Expires My Commission Expires 2-10-86

BOX No. _____
SECOND MORTGAGE
Trust Deed

Susan C. Gallagher

8130 Lorel Ave, Skokie, IL 60077
to _____

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First National Bank of Skokie
8001 Lincoln Ave
Skokie, IL 60077
Consumer Loan Dept:
BOX 883 - CA

GEORGE E. COLE
LEGAL FORMS

PROPERTY OF COOK COUNTY CLERK'S OFFICE
85 179 457