

# UNOFFICIAL COPY

GEORGE L. COLT  
LEGAL FORMS

FORM NO. 1205  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

1985 04

85198604

CAUTION: Consult a lawyer before using in a trust other than that set forth herein. An attorney's fee is payable from the proceeds of the trust.

THIS INSTRUMENT WITNESSETH that Alvin H. Frohlich and Florence E. Frohlich, his wife

(hereinafter called the Grantor), of Northlake Illinois

for and in consideration of the sum of Five Thousand Five Hundred Thirty Nine 68/100 Dollars

in hand paid, CONVEY AND WARRANT to The Northlake Bank of 26 W. North Ave. Northlake 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 every thing 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 ten (10) in Block twenty-five (25) on Section two (2) of Country Club Addition to Midland Development Company's Northlake Village, a Subdivision in the Southwest quarter (1/4) except the South one hundred (100) rods the West half (1/2) of the Southeast quarter (1/4) except the South one hundred (100) rods the South half (1/2) of the Northwest quarter (1/4) and the Southwest quarter (1/4) of the Northeast quarter (1/4) all in Section thirty-two (32) Township forty (40) North, Range twelve (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 is justly indebted upon CHIEF principal promissory note, bearing even date herewith, payable

\*\*\*\$230.82 on the fourteenth day of October, A.D. 1985;  
\$230.82 on the fourteenth day of each and every month thereafter for twenty-two months, and a final payment of \$230.82 on the fourteenth day of September, A.D. 1987.

Permanent Real Estate Index # 12-32-411-010

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, in firm 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 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 grantor herein, who is herein 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 of Mortgage, and second, to the Trustee herein as their interests may appear, whose policies shall be left and remain with said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all premiums, taxes, 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 the prior incumbrances or the interest thereon when due, the grantee of 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 to be paid, 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 9.50 percent per annum shall be so much additional indebtedness secured here by.

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 all interest thereon from time of such breach at 9.50 percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, on both the whole and 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 an action with the foreclosure hereof including reasonable attorney's fees, outlays for documents, notice, stenographer's charges, cost of printing, or completing abstract, showing the whole title of said premises embracing foreclosing decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee of 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 addition to the principal of said indebtedness, as such, may be a party, shall also be paid by the Grantor. 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 the 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 decree 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 Alvin H. Frohlich and Florence E. Frohlich, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, from The Chicago Title Insurance Company 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 of his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to none

Witness the hand, and seal of the Grantor this 14th day of September, 19 85

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

Alvin H. Frohlich (SEAL)  
ALVIN H. FROHLICH  
Florence E. Frohlich (SEAL)  
FLORENCE E. FROHLICH

This instrument was prepared by Grace A. Plastow 26 W. North Ave. Northlake, IL 60164  
(NAME AND ADDRESS)

1010-1010-0004

PROPERTY OF THE CHIEF OF POLICE  
MORTGAGE

85198604

UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, Ronald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alvin H. Frohlich and Florence E. Frohlich, 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 of the right of homestead.

Given under my hand and official seal this fourteenth day of September, 1985.

(Impress Seal Here)

Notary Public

Commission Expires Sep 17, 1985

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85-198604

11 85  
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BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
ALVIN H. FROHLICH  
TO  
FLORENCE E. FROHLICH  
THE NORTHLAKE BANK (5591)  
26 N. NORTH AVE.  
NORTHLAKE IL 60164



GEORGE E. COLE  
LEGAL FORMS