

# UNOFFICIAL COPY

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

3 3 2 0 3 7 7

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

85205900

THIS INDENTURE WITNESSETH, That Raymond A. Andersen and Frances J. Andersen, his wife

(hereinafter called the Grantors), of 118 S. Elm Northlake Illinois  
(That and Street) (City) (State)

for and in consideration of the sum of Four Thousand Four Hundred Eighty 92/100 Dollars

in hand paid, CONVEY AND WARRANT to The Northlake Bank  
of 26 W. North Ave. Northlake Illinois  
(That and Street) (City) (State)

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 nine (9) and ten (10) in Block twelve (12) in H.O. Stone Northlake Addition being a Subdivision of all that part of the Northeast quarter of Section six (6) Township thirty nine (39) North, Range twelve (12), East of the Third principal Meridian, lying North of what is commonly known as Lake Street in the Town of Proviso (excepting that part lying along the West line of said premises conveyed of the Chicago and North Western Railway), in COOK COUNTY, ILLINOIS.\*\*\*\*\*

Above Space For Recorder's Use Only

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 Grantors are justly indebted upon their principal promissory note bearing even date herewith, payable

\*\*\*\$124.47 on the eighteenth day of October, A.D. 1985;  
\$124.47 on the eighteenth day of each and every month thereafter for thirty-four months, and a final payment of \$124.47 on the eighteenth day of September, A.D. 1988.

Permanent Real Estate Index # 15-06-211-040 & 041

EP.

THE GRANTOR covenants and agrees as follows: (1) to pay the principal indebtedness, and the interest thereon, 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 the date of notice or demand to refund or to reimburse all buildings, improvements or at any time on said premises destroyed or damaged; (4) that waste on said premises shall not be committed, and no damage to or injury to buildings, improvements 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 or attached payable to the first Trustee of Mortgage; and second, to the Trustee herein as their interests may appear, which policies shall be let 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 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 the extent of all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, 11.43 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 by the whole or any part of the 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 11.43 per cent per annum, shall be recoverable by foreclosure thereof, or by suit in 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 a plaintiff in connection with the foreclosure hereof -- including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of executing or completing abstract showing the whole title of said premises embracing foreclosure decree -- shall be paid by the Grantor, and the fees, costs and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder in 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 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 Raymond A. Andersen and Frances J. Andersen, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal to act, then

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 or 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 13th day of September, 19 85

Please print or type names of  
below signature(s)

Raymond A. Andersen (SEAL)  
RAYMOND A. ANDERSEN

Frances J. Andersen (SEAL)  
FRANCES J. ANDERSEN

This instrument was prepared by Grace Plantow, 26 W. North Ave., Northlake, IL 60166  
(NAME AND ADDRESS)

85205900

# UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond A. Andersen and Frances J. Andersen, 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 foreclosure.

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

(Impress Seal Here)



Notary Public

Commission Expires Sept. 17, 1986

SEP 19 9 25 AM '85

85-205800

11 00 PM

SECOND MORTGAGE  
**Trust Deed**

RAYMOND A. ANDERSEN

FRANCES J. ANDERSEN

THE NORTHLAKE BANK (5598)  
26 W. NORTH AVE.  
NORTHLAKE, IL 60164



GEORGE E. COLE  
LEGAL FORMS