

246819

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

THIS INDENTURE WITNESSETH, That R. Thomas Pritchard and Carol Paul Pritchard (hereinafter called the Grantor), of 2220 West Addison Street, Chicago, Illinois 60618 (No and Street) (City) (State), for and in consideration of the sum of Thirteen Thousand and 00/100 Dollars in hand paid, CONVEY AND WARRANT to LeRoy E. Knohl and Sue Ellen Knohl of 2615 Hartzell St., Evanston, Ill., 60201 (No 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

86471121

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

Lot 12 In Block 3 in Hart's Subdivision of that part of lot 3 in Block 1 in W.B. Odgen's Subdivision of the southwest 1/4 of Section 18, Township 40 North, Range 19, East of the third principal meridian, lying East of the center line of North Oakley Avenue, in Cook County, Illinois.

Permanent Tax Index No.: 14-18-310-041 Vol. 480.

Hereby releasing and waiving all right, title and by virtue of the homestead exemption laws of the State of Illinois,

IN TRUSTE, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon \$13,000 principal promissory note bearing even date herewith, payable

to the order of LeRoy E. Knohl and Sue Ellen Knohl with principal and interest from August 27, 1986 on the balance of principal remaining at the rate of 10.5% per annum installments of 118.92 on the first day of each month until note is fully paid and if not paid sooner the last payment shall be due on the last day of September, 1991.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when 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 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 left and remain with the said Mortgagor or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 encumbrances, 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 encumbrances 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 10.5 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 10.5 percent per annum, shall be recoverable by foreclosing 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 documentation, evidence, stenographer's charges, cost of procuring or certifying 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 liability 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 the said premises.

The name of a record owner is R. Thomas Pritchard and Carol Paul Pritchard.

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 Sue Ellen Knohl 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 first mortgage, covenants, conditions and restrictions of record, and taxes for 1986 and prior years.

Witness the hand and seal of the Grantor this 27 day of August

1986

R. Thomas Pritchard

Carol Paul Pritchard

(SEAL)

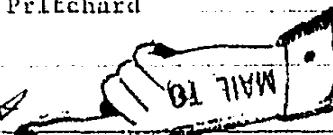
(SEAL)

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

This instrument was prepared by

Andrew J. Rakowski  
(NAME AND ADDRESS)

406 W. Lake St. #110-A  
Rozelle, IL 60172



# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, L.P. Cole, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that R THOMAS PITTZMAN AND CAROL PAUL PITTZMAN

personally known to me to be the same person(s) whose name(s) 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 An 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 27th day of August, 1986

(Impress Seal Here)

*My Commission Expires April 27, 1987*

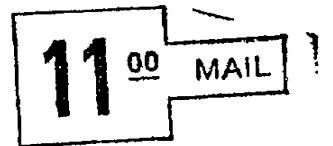
Commission Expires \_\_\_\_\_

L.P. Cole  
Notary Public

DEPT-Q1 RECORDING \$11.25  
T#4444 TRAN 0216 10/10/86 14:53:09  
#4266 # D \*-65-17 1424  
COOK COUNTY RECORDER

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO



GEORGE E. COLE  
LEGAL FORMS

WV-11-98-