

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That Bernard Koenig married to Dorothy A. Koenig, as sole owner

(hereinafter called the Grantor), of 3859 Birchwood Skokie 86227783 (No. and Street) (City) (State)

for and in consideration of the sum of One Hundred Thousand Dollars and no/100 Dollars in hand paid, CONVEY AND WARRANT to Bank of the North Shore of 1819 Lake Cook Road, Northbrook, IL (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 Skokie County of Cook and State of Illinois, to-wit:

Lot 3 and the West 33 Feet of Lot 4 in Block 2 in Anterry Subdivision of the South Half of the Northwest Quarter of the Southwest Quarter of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property commonly known as: 3859 Birchwood, Skokie, IL 60076

Permanent Tax Index No.: 10-26-320-035 (all) TT

Hereby releasing and waiving all rights and/or 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 justly indebted upon ONE principal promissory note, bearing even date herewith, payable in the amount of \$100,000, at the rate of 1 1/2% over the Lender's prime rate, maturing July 15, 1986, with interest payable at maturity, and all renewals, extensions, and substitutions thereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said 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 destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the 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 first, 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 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 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 all money so paid, the Grantor agrees to repay immediately without demand, and with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereon.

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 with interest thereon from time of such breach at eight per cent per annum, and be recoverable by foreclosure thereof, or of 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, of for 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 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 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 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: Bernard Koenig

IN THE EVENT of the death or removal from said County of the Grantor, the County of Cook is hereby appointed to be the successor in this trust for any reasons and not otherwise by the terms of 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 Grantor... this 28th day of May, 1986

Bernard Koenig (SEAL) Dorothy A. Koenig (SEAL)

Renee D. Soyler, Assistant Vice President Bank of the North Shore

This instrument was prepared by 1819 Lake Cook Rd, Northbrook, IL 60062 (NAME AND ADDRESS)

Property of Cook County, Illinois Second Mortgage

86227783

UNOFFICIAL COPY

80 : 6 98 NOV 9

STATE OF Illinois)
COUNTY OF Cook) SS.

I, Priscilla A. Dorsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard Koeing married to Dorothy A. Koenig, as sole owner

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 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 notarial seal this 23th day of May, 1986

(Impress Seal Here)

Priscilla A. Dorsey
Notary Public

My Commission Expires July 2, 1989
Commission Expires _____

4171

86-227783

86227783

86-227783

In the event of the sale, contract sale, transfer or refinancing of the real estate pledged by this Mortgage, the full balance due on the Note shall become due and payable upon demand. The loan evidenced by the Note, and Mortgage securing the Note, is being made solely for the accommodation of the current owner of the real estate who is a customer of Bank of the North Shore. It is the express intention of Bank of the North Shore not to allow a subsequent buyer of the real estate to assume the indebtedness due on the Note secured by the Mortgage.

BOX No.

SECOND MORTGAGE
Trust Deed

TO



12.00 E