

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That William A. Patterson and Marcia Patterson, His Wife

(hereinafter called the Grantor), of 225 Old Farm Road, Northbrook, Illinois 60062

for and in consideration of the sum of Two Hundred Sixty Four Thousand Dollars and NO/100 Dollars in hand paid, CONVEY AND WARRANT to BANK OF NORTHFIELD of 400 Central Avenue, Northfield, Illinois 60093

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 Northbrook County of Cook and State of Illinois, to-wit:

The East Half (1/2) of all that part of the South Four Hundred Ninety Five and Twenty Two One Hundredths (495.22) feet of the North Seven Hundred Forty Two and Eighty Three One Hundredths (742.83) feet lying East of the West Eight Hundred Ninety Two and Thirty Six One Hundredths (892.36) feet of the South Three Fourths (3/4) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 13, and North of the South Line of the North Half (1/2) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 13, Township 42 North, Range 12 East of the Third Principal Meridian.

PERM. R.E. # 04-13-302-031

ADDRESS: 225 Old Farm Rd

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 William A. Patterson and Marcia Patterson, His Wife justly indebted upon their principal promissory note bearing even date herewith, payable to the Bank of Northfield with quarterly interest payments, due on May 30, 1987 and any renewals or extensions thereof.

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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) to cause 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 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 holder herein as their interests may appear, which policies shall be left 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 to insure, or pay taxes or assessments, or the principal or 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 the same with interest thereon from the date of payment at eight 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, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, until be recoverable by foreclosure 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, costs 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 rights to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a 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 William A. Patterson & Marcia Patterson, His Wife County of Cook of said the grantee, or of his resignation,

refusal or failure to act, then BANK OF NORTHFIELD 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 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 30 day of May 1986

William A. Patterson (SEAL)
Marcia Patterson (SEAL)

This instrument was prepared by Teresa Salazar, Bank of Northfield, 400 Central Ave., Nfld., 60093 (NAME AND ADDRESS)

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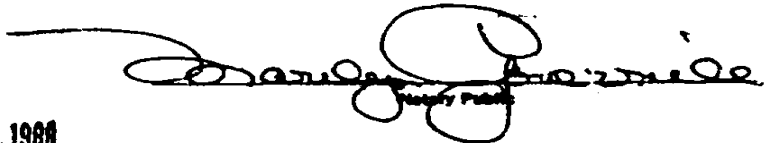
STATE OF Illinois)
COUNTY OF Cook) ss.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William A. Patterson & Marcia Patterson, 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 notarial seal this 30 day of May, 1986

(Impress Seal Here)


Notary Public

Commission Expires My Commission Expires Feb. 29, 1988

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BOX No. 333

SECOND MORTGAGE

Trust Deed

TO