

UNOFFICIAL COPY

85-619 C30

THIS INDENTURE, WITNESSETH, That First National Bank of Skokie as Trustee under Trust #50619T, dated September 17, 1977 (hereinafter called the Grantor), of 6412 Eldorado Drive (No. and Street) Morton Grove, Illinois (City) (State)

for and in consideration of the sum of One Hundred Fifty Nine Thousand Six Hundred Eight and 01/100ths in hand paid, CONVEY AND WARRANT to Bank of Northfield of 400 Central Avenue (No. and Street) Northfield, Illinois (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 Morton Grove County of Cook and State of Illinois, to-wit:

Lot 3 in Happ's Eldorado Estates, a Subdivision in the North half of the North East quarter of the North East quarter of Section 18, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERM TAX ID NO: 10-18-213-016

ADDRESS: See above

DEPT-01 RECORDING
 T#1111 TRAN 0611 08/18/86 14:13:00
 #1984 # C * -86-360052
 COOK COUNTY RECORDER

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 First National Bank of Skokie as Trustee under Trust #50619T dated September 17, 1977 justly indebted upon their principal promissory note bearing even date herewith, payable to the Bank of Northfield on September 15, 1986 in the principal amount of \$159,608.01 plus interest due and any extensions or renewals thereof

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as 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 parties 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 principal amounts 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 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 or 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, shall 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, and 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 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: First National Bank of Skokie as Trustee under Trust #50619T... Cook County of the grantee, or of his resignation,

IN THE EVENT of the death or removal from said 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 4th day of AUGUST, 1986.

SIGNATURE OF TRUSTEE ON REVERSE SIDE. (SEAL) First National Bank of Skokie as Trustee under Trust #50619T dated September 17, 1977. (SEAL)

11⁰⁰ MAIL

*This instrument was prepared by Jayna A. Hemrich, Bank of Northfield, 400 Central Ave., Northfield, IL 60093

UNOFFICIAL COPY

THIS TRUST DEED is executed by the First National Bank of Skokie, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First National Bank of Skokie, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said First Party or on said First National Bank of Skokie personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said First National Bank of Skokie personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF SKOKIE, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

ASSISTANT VICE PRESIDENT AND TRUST OFFICER

85099898
86360052

FIRST NATIONAL BANK OF SKOKIE Solely as Trustee
as aforesaid and not personally.

By George J. Logan ASSISTANT VICE-PRESIDENT

Attest Florence Petella ASSISTANT SECRETARY
ASSISTANT VICE PRESIDENT AND TRUST OFFICER

STATE OF ILLINOIS
COUNTY OF COOK

I, Joseph F. Sochacki
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

George J. Logan Assistant Vice President of the
FIRST NATIONAL BANK OF SKOKIE, and Florence Petella ASSISTANT VICE PRESIDENT AND TRUST OFFICER

Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of AUGUST A. D. 19 86

Joseph F. Sochacki
Notary Public

My Commission Expires 9-24-89

After recording please return to:

* Ms. Jayne A. Hemrich
Bank of Northfield
400 Central Avenue
Northfield, IL 60093

BOX No

SECOND MORTGAGE

Trust Deed

TO

86360052

COOK County Clerk's Office