

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

87471923

DEPT-01 RECORDING \$12.25
161444 TRAN 1982 06/26/87 15:14:00
BOOK # 2100-31-17 1983
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH, That
Roberta Patzold
(hereinafter called the Grantor), of
2704 Central Park Evanston Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Four Thousand and 00/100***
***** Dollars
in hand paid, CONVEY S AND WARRANT S to City of Evanston
Department of Rehabilitation
of 2100 Ridge Avenue Evanston, Illinois,
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

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:

Lot 63 and the North 10 feet of Lot 64 in the Terrace, McKey & Poague's Addition to Evanston, being a Subdivision of Adam Hoth Homestead, except the South 47 feet thereof in the East 1/2 South of Gross Point Road of fractional Section 33 and of the East 200 feet of Lot 3 in Henry Wittbold's Subdivision of the South 47 feet of Lots 5 and 8 and that part of Lot 7 lying East of the West 247.50 feet thereof in County Clerk's Division of Fractional Section 33 aforesaid all in Township 42 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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 is justly indebted upon Said principal promissory note bearing even date herewith, payable

\$4,000.00 Title Transfer loan at 4% interest.

The terms of this loan may convert to an Amortization loan based on final review of the case. This loan was approved under the Emergency Assistance Program.

Permanent Real Estate Tax # () 05-33-413-033-0000

2704 Central Park 87471923

H40 AB

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) 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 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 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 4% 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 4% 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, outlays 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 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 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 shall any part 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: Roberta Patzold

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 City of Evanston 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

NOTE OF SAME DATE

Witness the hand and seal of the Grantor this 18th day of July, 1986.



Roberta Patzold (SEAL)
Roberta Patzold

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

(SEAL)

This instrument was prepared by Thomas W. Hetman, 2100 Ridge Avenue, Evanston, Illinois 62001
(NAME AND ADDRESS)

RE Title Services # 88-274

87-471923

UNOFFICIAL COPY

(RECORD IN DEPARTMENTAL OFFICES)

STATE OF Illinois
COUNTY OF Cook } SS.

I, William A. Morin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERTA PALZOLD

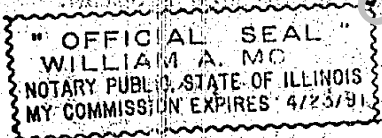
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 19 day of Aug, 1987

(Impress Seal Here)

William A. Morin
Notary Public

Commission Expires



87471923

BOX NO.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS