

TRUSTED
SECOND MORTGAGE (ILLINOIS)

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87581980

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THIS INDENTURE WITNESSETH, That RICHARD L. ELKINS AND DOROTHY A. ELKINS, HIS WIFE hereinafter called the Grantor, of 218 N YALE AVE ARLINGTON HEIGHTS, IL 60005

for and in consideration of the sum of SIX THOUSAND DOLLARS EVEN in hand paid, CONVEY AND WARRANT KAREN KASTEN

of 25 E CAMPBELL ARLINGTON HEIGHTS, IL 60005

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:

Above Space For Recorder's Use Only

LOT 25 IN BLOCK 3 IN REUTER WESTGATE UNIT 1, A SUBDIVISION OF PART OF SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 11, 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

Permanent Real Estate Index Number 13-30-311-050 EBO M
Address of premises 218 N YALE AVE ARLINGTON HEIGHTS, IL 60005

IN TRUST, nevertheless, for the purpose of securing the performance of the covenants and agreements herein. WHEREAS The Grantor is duly indebted upon ONE principal promissory note bearing even date hereto with this payable in 59 installments of \$135.69 each and a final installment of \$135.69 beginning on 12-8-87 and continuing on the same day of each successive month thereafter until fully paid.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, here and in said notes, interest 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, or removal of, or destruction of, improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall be promptly repaired; (5) to keep all buildings, structures, and improvements on said premises insured in companies to be selected by the grantee herein, who further agrees to pay such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss payable to the holder of the first mortgage 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 become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the first 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, NINE percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements while 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 NINE percent per annum, shall be recoverable by the holder thereof, in its suit at law, or both, the same amount 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 documents, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosed deed, 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 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is RICHARD L. ELKINS AND DOROTHY A. ELKINS
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 BETTY A. CECH of said County is hereby appointed to be first successor in this trust, and if for any like COOK County and 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 n/a

Witness the hand and seal of the Grantor this 23 day of October, 1987
X Richard L. Elkines (SEAL)
RICHARD L. ELKINS

Please print or type name(s) below signature(s)
X Dorothy A. Elkines (SEAL)
DOROTHY A. ELKINS

This instrument was prepared by KAREN KASTEN ARLINGTON HEIGHTS FEDERAL SAVINGS ASSOCIATION
NAME AND ADDRESS, 1100 N. LAUREL STREET ARLINGTON HEIGHTS, ILLINOIS 60004

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, Suzanne J. Donato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard L. Elkins and Dorothy A. Elkins

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 official seal this 23rd day of October, 1987.

(Impress Seal Here)

Suzanne J. Donato
Notary Public

Commission Expires June 30, 1990

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BOX No.

SECOND MORTGAGE
Trust Deed

TO



KAREN KASTEN

ARLINGTON HEIGHTS FEDERAL
SAVINGS and LOAN ASSOCIATION
25 EAST CAMPBELL STREET
ARLINGTON HEIGHTS, ILLINOIS 60005

GEORGE E. COLE
LEGAL FORMS