

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, that Bank of Ravenswood, Trustee, Trust No. 25-7726, Not personally, but solely as Trustee under Trust Agreement dated thereafter called the Grantor), of 1825 W. Lawrence, Chicago, Illinois 60640 (City) 4/18/84 (State)

for and in consideration of the sum of One Hundred Sixteen Thousand Seven Hundred & (00)/100-----Dollars in hand paid, CONVEY AND WARRANT to Nijaa Zenkloch and Asima Zenkloch, his wife, (Lender) of 3536 Overland Pass, Northbrook, Illinois 60062 (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 City of Chicago County of Cook and State of Illinois, to-wit:

LOTS 233, 234 AND 235 IN CIRCUIT COURT PARTITION, A SUBDIVISION OF THAT PART OF LOT 1 IN THE SUPERIOR COURT PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LINCOLN AVENUE, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 14-18-117-004 All K
C.O.O

87590061

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 Bank of Ravenswood, Trustee, Trust No. 25-7726, justly indebted upon said ~~Trust Agreement Note~~ bearing even date herewith, payable monthly with final payment of the principal & interest due and payable on July 3, 1990

This is not an assumable mortgage. If any or all of the property or any interest in it is sold or transferred, lender may, at his option, require immediate payment in full of all sums secured by this instrument.

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 prior to the first day of June 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 first to the first Trustee or Mortgagee, and, secondarily to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until said 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 seven 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 seven 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, or days 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 on 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 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.

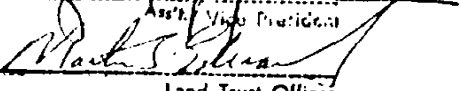
The name of a record owner: Bank of Ravenswood, Trustee, Trust No. 25-7726
IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, of said County is hereby appointed to be

refusal or failure to act, the 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 3rd day of September, 1984.

BANK OF RAVENSWOOD, as Trustee under its Trust No. 25-7726, and not individually. (SEAL)

By  (SEAL)
Asst. Vice President

Attest 
Land Trust Officer

Exoneration provision restricting any liability of Bank of Ravenswood, stamped on the reverse side hereof, is hereby expressly made a part hereof.

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public In and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT DOUGLAS W. MYERS Asst. Vice President of Bank of Ravenswood, and MARTIN S. EDWARDS Land Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Land Trust Officer 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 Bank, for the uses and purposes therein set forth; and the said Land Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of SEP., 1987



Silvia Medina
Notary Public

Given under my hand and notarial seal this _____ day of _____, 19__

(Impress Seal Here)

Commission Expires _____

NOTARY PUBLIC
T43333 TRN 0081 11/02/87 161240
#5164 * * * 4-37-5901131
COOK COUNTY RECORDER

TRUST DEED EXONERATION RIDER

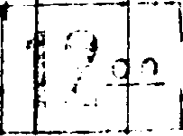
THE TRUST DEED is executed by Bank of Ravenswood, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank of Ravenswood, hereby warrants that it possesses full power and authority to execute this instrument), 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 Trustee or on said Bank of Ravenswood 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, or on account of any warranty or indemnification made hereunder, 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 Trustee and its successors and said Bank of Ravenswood 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.

87590061

BOX No.

SECOND MORTGAGE

Trust Deed



MAIL

TO



PLEASE RETURN TO:

RICHARD W. TOTH
5738 DENFSTER
MORTON HIGHLAND, COOK CO. ILL. 60055

GEORGE E. COLE
LEGAL FORMS

87590061

Trustee: E. G. Cole
Attached Hereto And Made A Part Hereof