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87627165

Ms 251 J

THIS INDENTURE WITNESSETH, That Donald J. and Mary Lou Steffens (hereinafter called the Grantor), of 1044 Woodlawn Glenview, Illinois 60025

for and in consideration of the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars

in hand paid, CONVEY & AND WARRANTS to The First Trust and Savings Bank of Glenview of 1301 Waukegan Road, Glenview, Illinois 60025

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

All of Walther's Resubdivision, Being a Resubdivision of Lot 1 in Woodlawn Unit No. 2, Subdivision of the North Ten(10) acres (except the South 194.27 feet and except the West 200 feet thereof) of the South One Half (S½) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 25, Township 42 North, Range 12 East of the Third Principal Meridian, Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in Cook County, Illinois

Permanent Real Estate Index Number: 04-25-318-040 FMO
Address(es) of premises: 1044 Woodlawn, Glenview, Illinois 60025

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable

to The First Trust and Savings Bank of Glenview, the principal amount plus all accrued interest in one single payment due on December 31, 1999.

12.00

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 and 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 Trustee herein as their interests may appear, such policy 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 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 until all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12 1/2 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and all earned interest, shall at the option of the legal holder thereof, upon notice, become immediately due and payable, and with interest thereon from time of such breach at the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same with all of said indebtedness had then matured to 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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of printing or completing abstracts showing the whole title of said premises embracing the 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor, her 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: Donald J. and MaryLou Steffens County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title and Trust Company 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to conditions of first mortgage

Witness the hand and seal of the Grantor this 31st day of October, 1987

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

Donald J. Steffens (SEAL)

Mary Lou Steffens (SEAL)

This instrument was prepared by Lindsey M. Nix, 1301 Waukegan Road, Glenview, Illinois 60025 (NAME AND ADDRESS)

BOX 393 - CC

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Mae Jeanne McGill, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald J. and MaryLou Steffens

personally known to me to be the same person^s whose name^s 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 31st day of October, 19 87

(Impress Seal Here)

Mae Jeanne McGill
Notary Public

Commission Expires 11-6-89

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

1987 NOV 24 AM 11:03

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BOX No.

SECOND MORTGAGE

Trust Deed

TO