

This Indenture,

WITNESSETH, That the Grantor

ROBERT T. EICHLER and RENEE EICHLER,

his wife f/k/a RENEE MILLER

of the City of Des Plaines, County of Cook and State of Illinois

for and in consideration of the sum of Six Thousand Five Hundred and no/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago, County of Cook and State of Illinois

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, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Des Plaines, County of Cook and State of Illinois, to-wit:

Lot 55 (except the South 76.99 feet thereof; and except the North 16 feet of the West 34 feet thereof) in Morris Suson's Golf Park Terrace Unit No. 3, being a subdivision of part of the Northwest 1/4 of the Northeast 1/4 of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 13, 1961, as document #1972980, commonly known as 9072 Emerson, Des Plaines, Illinois.

Permanent Tax No. 09-15-213-078

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's ROBERT T. EICHLER and RENEE EICHLER, his wife f/k/a RENEE MILLER justly indebted upon their one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 158.06 each until paid in full, which retail installment contract has been assigned by LANDMARK BUILDERS, INC. to Northwest National Bank of Chicago.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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, second, to the Trustee herein as their interests may appear, which policies 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 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... agree... 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 accrued 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 commitment in connection with the foreclosure thereof... including reasonable solicitors 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 dissolved, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and of the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said 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.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then ~~Thomas S. Barkman~~ Ronald D. Wood 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 grantor 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 23rd day of August, A. D. 19 86

Robert T. Eichler (SEAL)
Renee Eichler (SEAL)
Renee Miller (SEAL)

87003137

UNOFFICIAL COPY

Box No. 246

SECOND MORTGAGE

Trust deed

ROBERT T. EICHLER and

RENEE EICHLER, his wife

f/k/a RENEW MILLER

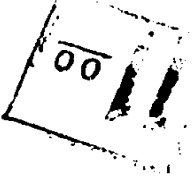
TO JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki

NORTHWEST NATIONAL BANK OF CHICAGO
3985 MILWAUKEE AVE. CHICAGO, IL 60641
312.777.7700

DEPT. 1 RECORDING \$11.00
1433333 RAN 0378 01/05/87 09:53:00
#0785 # 07-003137
COOK COUNTY RECORDER



Property of Cook County Clerk's Office

2313137

Harry Warner
Carroll, Apr. 11/8/87

I, HARRY WARNER
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ROBERT T. EICHLER and
RENEE EICHLER, his wife f/k/a RENEW MILLER
personally known to me to be the same person whose name is 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
(Shown under my hand and Notarial Seal, this 23rd day of August 1986)

State of Illinois }
County of Cook } ss.