

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

THIS INDENTURE WITNESSETH, That Alex. E. Heinze, Jr.
and Tekla Heinze

1987 JAN 14 AM 10:09

87024774

(hereinafter called the Grantor), of
2212 Strawberry, Glensview, Illinois
for and in consideration of the sum of one hundred
and no/100 Dollars
in hand paid, CONVEY AND WARRANT to
BANK OF HIGHLAND PARK

87024774

of 1835 First Street, Highland Park, IL
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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:
Lot 87 in the Willow Unit No. 1, being a Subdivision of part of the South West
Quarter of Section 21, Township 42 North, Range 12, East of the Third Principal
Meridian, in Cook County, Illinois

11.00

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: 04-21-307-002-0000
Address(es) of premises: 2212 Strawberry, Glensview, IL 60025

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon their ~~PERSONAL GUARANTY~~ bearing even date herewith, payable
Personal Guaranty

ON DEMAND pursuant to the terms and conditions of the aforesaid Note

If the property secured by this Mortgage shall be sold, conveyed or transferred, the principal of the Note remaining unpaid together with accrued interest thereon shall at the election of the holder and without notice become due and payable.

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 first 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at three percent ~~per annum~~ per annum above prime floating rate.

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 three percent 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 documents, evidence, stenographer's charges, cost of procuring or executing 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 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 Alex. E. Heinze, Jr. and Tekla L. Heinze

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

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

Witness the hand and seal of the Grantor this 27th day of October, 1986.

Alex. E. Heinze, Jr. (SEAL)
Alex. E. Heinze, Jr.

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

Tekla L. Heinze (SEAL)
Tekla L. Heinze

This instrument was prepared by Mr. Randy L. Green, 1835 First St., Highland Park, IL 60035
(NAME AND ADDRESS)

2690101
Da

PROPERTY OF COOK COUNTY RECORDER OF DEEDS MORTGAGE

87024774

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Lake) ss.

I, Elinor Mark, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alex E. Heinze, Jr. and Tekla L. Heinze

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 27th day of October, 19 86.

(Impress Seal Here)

Elinor Mark
Notary Public

Commission Expires ~~Dec. 2, 1989~~ Commission Expires Dec. 2, 1989

87024774

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE

Trust Deed

TO

NY 800-H

DA

*Trust Co.
Bank of Highland Park,
1835 1st St.
Highland Park, IL
60035*

GEORGE E. COLE
LEGAL FORMS