

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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A957859J

THIS INDENTURE WITNESSETH, That Michael Minsky and Ina L. Minsky, his wife, as Joint Tenants

1987 MAY 28 AM 11:27

87286149

(hereinafter called the Grantor), of 9251 N. Maple Ln. Des Plaines, Il. 60016

87286149

for and in consideration of the sum of **Nine thousand six hundred **two dollars & 51/100***** Dollars

in hand paid, CONVEY S AND WARRANT S to Golf Mill State Bank of 9101 Greenwood Ave. Niles, Il. 60648

Above Space For Recorder's Use Only

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:

That part of Lot 148 lying northerly of a line drawn from a point on the West line thereof, 30.56 feet South of the North West corner thereof, to a point on the East line thereof, 32.04 feet South of the North East corner thereof in Twin Oaks 1st addition, being a subdivision in the South West 1/4 of the North West 1/4 of section 15, Township 41 North, Range 12, lying East of the 3rd principal meridian in Cook County, Illinois.

Permanent Real Estate Index Number(s): 09-15-216-011-0000

Address(es) of premises: 9251 North Maple Lane Des Plaines, Il. 60016

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon one principal promissory note bearing even date herewith, payable in lawful money of the United States to the order of Golf Mill State Bank at its office in Niles, Illinois, the sum of \$9,002.51 plus interest thereon at the rate of Ten (10.00%) per annum from May 16, 1987. Said principal and interest to be payable in 48 monthly installments of \$245.54 commencing June 15, 1987 with the final payment due and payable May 15, 1991, if not sooner paid. Interest shall be increased to the rate of 18.00% per annum after maturity or default until all liabilities are paid.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 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; 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 18.00 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 18.00 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, 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 dismissed, nor shall 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 Michael Minsky and Ina L. Minsky, his wife, as Joint Tenants

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

Golf Mill State Bank 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 Mortgage made to Fairfield Savings and Loan Association dated April 25, 1964 and recorded as Document No. 19168781 dated June 29, 1964

Witness the hand and seal of the Grantor this 16th day of May 1987

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

Michael Minsky (SEAL)

Ina L. Minsky (SEAL)

This instrument was prepared by L.M Beckman Golf Mill State Bank 9101 Greenwood Ave. (NAME AND ADDRESS)

12.00
MAY 29 1987
60648

BOX 333 - HV

UNOFFICIAL COPY

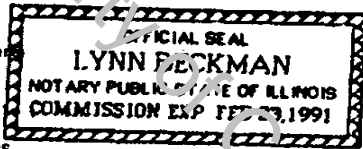
STATE OF Illinois }
COUNTY OF Cook } ss.

I, Lynn Beckman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Minsky and Ina L. Minsky, his wife

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 16th day of May, 1987.

(Impress Seal Here)



Lynn Beckman
Notary Public

Commission Expires

COOK County Clerk's Office
6v198276
97286149

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS