

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

88417816

THIS INDENTURE WITNESSETH That Thomas J. Cramer & Margaret A. McCarthy, his wife

(hereinafter called the Grantor), of
2100 Ewing Evanston, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Five Thousand Six Hundred
Fifty Six Dollars and 32/100----- Dollars

in hand paid, CONVEY AND WARRANT to
NBD Bank Evanston, NA
of 1603 Orrington Ave Evanston Illinois
(No. and Street) (City) (State)

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, fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook

DEPT-91 \$12.25
T#1111 TRAN 5904 09/13/88 14:19:00
#4289 #A *88-417816
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to wit:

Lots fifteen (15) and sixteen (16) in Block one (1) in J.J. Smith's Addition to Evanston, being the south 457.5 feet of the East 43 rods of the West half of the South East quarter of Section eleven (11), Township forty on (41) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 10-11-419-016
Property Address: 2100 Ewing, Evanston, Illinois

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 assuring performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable

To NBD Bank Evanston, NA in the amount of \$5,656.32 to be repaid in 24 monthly installments of \$235.68 each beginning on the 15th day of September, 1988, and every month thereafter until the final monthly installment is paid on the 15th day of August, 1990.

The sales or transfer of the premises or an assignment of beneficial interest in the premises, without the written consent of the trustee or the holders of the Note, shall constitute a default by the mortgagor hereunder.

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 or rebuild or restore all buildings and 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 mortgagee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 be 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 grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the prior incumbrances or the interest thereon, 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 monies so paid, the grantor agrees to repay 11.0 percent 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 11.0 per cent per annum, shall be recoverable by foreclosure thereon, 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, and of 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 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 said premises.

The name of a record owner is Thomas J. Cramer & Margaret A. McCarthy, his wife

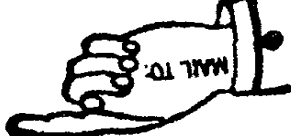
IN THE EVENT of the death or removal from said Cook County of the grantee or of the resignation, refusal or failure to act, then Recorder of Deeds of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who 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 Olympic Federal

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

August 1988

Please print or type name(s) below signature(s)
NBD Bank Evanston, NA
1603 Orrington Ave.
Evanston, Illinois 60204
This instrument was prepared by



Thomas J. Cramer (SEAL)
Margaret A. McCarthy (SEAL)

Janet Landa, NBD Bank Evanston, NA
(NAME AND ADDRESS)

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UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Janet Landa, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Cramer and Margaret A. McCarthy, his wife

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 notarial seal this 16th day of August, 19 88.

(Impress Seal Here)



Janet Landa
Notary Public

Commission Expires _____

88417816

BOX No.

SECOND MORTGAGE

Trust Deed

TO

Property of Cook County Clerk's Office