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RETURN TO BOX 43

-88-439876

THIS INDENTURE WITNESSETH, That Walter F. Wisch and Margaret A. Wisch, his wife, in joint tenancy hereinafter called the Grantor), of

24 E. Palmer, Northlake, IL, 60614
(No. and Street) (City) (State)

for and in consideration of the sum of Thirty Three Thousand and NO/100 Dollars

in hand paid, CONVEY AND WARRANT to NORTHLAKE BANK of 26 W. North Ave., Northlake, IL, 60614
(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 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:

"SEE OTHER SIDE"

DEPT-01 \$12.00
T#4444 TRAN 2472 09/26/88 10:14:00
#4227 # D * -88-439876
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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(s): 12-32-104-003
Address(es) of premises: 24 E. Palmer, Northlake, IL, 60614

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon _____ principal promissory note bearing even date hereon to pay _____
Interest only of \$298.36 Due on October 21, 1988
Interest only of \$308.30 Due on November 21, 1988
Interest only of \$298.36 Due on December 21, 1988
Interest only of \$308.30 Due on January 21, 1989
Interest only of \$308.30 Due on February 21, 1989
and a final payment of Principal and Interest of \$33,278.47 due on March 21, 1989

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 or 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 on 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 in full payment, 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 so to insure, or pay taxes or assessments, or the principal amount, 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 _____ 11.00 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and 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 the maximum per cent per annum allowable by law, 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 attorneys 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 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 is Walter F. Wisch and Margaret A. Wisch

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 Chicago Title Insurance Co. 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 none

Witness the hand and seal of the Grantor this 21st day of September, 1988

Walter F. Wisch (SEAL)
WALTER F. WISCH

Margaret A. Wisch (SEAL)
MARGARET A. WISCH

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

This instrument was prepared by Joan Seiden, Northlake Bank, 26 W. North Ave., Northlake, IL, 60614
(NAME AND ADDRESS)

#12-

all cm
Jov

-88-439876

UNOFFICIAL COPY

012866-88

STATE OF ILLINOIS
COUNTY OF DUPAGE

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter F. Wisch and Margaret A. Wisch

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 21st day of September, 19 88

(Impress Seal Here)

Jan K. Seiden

Notary Public

Commission Expires May 7, 1989

LOT 3 IN BLOCK 1 IN SECTION 2 OF COUNTRY CLUB ADDITION TO MIDLAND DEVELOPMENT COMPANY'S NORTH LAKE VILLAGE, A SUBDIVISION IN THE SOUTH WEST 1/4 (EXCEPT THE SOUTH 100 RODS) AND THE WEST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE SOUTH 100 RODS) AND THE SOUTH 1/2 OF THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

012866-88

88-439876

BOX No.

SECOND MORTGAGE

Trust Deed

TO