

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That 11-18-88 46099  
Richard Konst and Susan Konst, (married to each other)

(hereinafter called the Grantor), of 734 Cullton Lane Wilmette Illinois  
(No and Street) (City) (State)

for and in consideration of the sum of One Hundred Thousand & no/100<sup>00</sup>  
00 (S100,000,000000) Dollars

in hand paid, CONVEY AND WARRANT to NBD Chicago Bank  
of 307 N. Michigan Ave. Chicago 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 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:

8852-1523

Above Space For Recorder's Use Only

The North One Hundred (100) feet of the East One hundred Seventy (170) feet of the North Seven (7) Acres of the South Twelve (12) Acres of the West Thirty (30) Acres of the North West Quarter (1/4) of the North West Quarter (1/4) of Section 32, Township 42 North, Range 13, East of the Third Principal Meridian. 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:  
Address(es) of premises: 734 Cullton Lane, Wilmette, IL

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted on the principal promissory note bearing even date herewith, payable Note dated 10/12/88 and due 3/15/93 at PRP+1/2 with interest due monthly beginning 11/15/88.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when and in said note or notes provided, or according to any agreement extending same of payment; (2) to pay when due in full all taxes, assessments, levies, and other charges on said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, or removal or improvement 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, masonry or at any time on said premises insured in companies to be selected by the trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached paying 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at \_\_\_\_\_ per cent per annum shall be as 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 due and payable, and with interest thereon from time of such breach at \_\_\_\_\_ 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 document of evidence, stenographer's charges, cost of procuring or compiling 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor shall the decree 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 is Richard Konst and Susan Konst, (married to each other)

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 prior mortgage

Witness the hand S and seal S of the Grantor this 12th day of October, 1988

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

Rub/K  
Susan S. Konst (SEAL)

This instrument was prepared by NBD Chicago Bank, 307 N. Michigan Ave., Chicago, IL 60601  
(NAME AND ADDRESS)

12/1/E

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STATE OF Illinois  
COUNTY OF Cook

ss.

I, Karen M. McCabe, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard Konst and Susan Konst (married to each other)

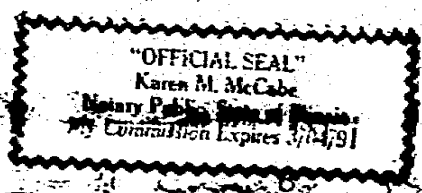
personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 12th day of October, 19 88.

(Impress Seal Here)

*Karen M. McCabe*  
Notary Public

Commission Expires 3/4/91



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SECOND MORTGAGE  
**Trust Deed**

Richard Konst and  
Susan Konst (married to  
each other)  
734 Chilton Lane  
Wilmette, IL

TO:  
NBD Chicago Bank  
307 N. Michigan Ave.  
Chicago, IL

Mailed to:  
Karen M. McCabe

**NBD CHICAGO BANK**  
307 N. MICHIGAN  
CHICAGO, IL 60601

**GEORGE E. COLE®**  
LEGAL FORMS