

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Thomas Balthuis and Donna Balthuis, his wife

(hereinafter called the Grantor), of 308 Geneva Northlake Illinois 60164

for and in consideration of the sum of Eleven Thousand Six and 40/100 Dollars

in hand paid, CONVEY AND WARRANT to NORTHLAKE BANK of 26 West North Ave., Northlake, Illinois

88120118

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:

Above space For Recorder's Use Only

See reverse for description"

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: 12-32-412-035 GPB UN
Address of premises 308 Geneva Northlake, Illinois 60164

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS The Grantor is justly indebted to Northlake Bank principal promissory note bearing even date herewith, payable

*****\$183.44 on the twentieth day of April, A.D. 1988;
\$183.44 on the twentieth day of each and every month thereafter for fifty-eight months, and a final payment of \$183.44 on the twentieth day of March A.D. 1993.*****

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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 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 indebtedness, 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 to insure, or pay taxes or assessments, or the non-incumbrance of 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.00 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 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 or may not 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, and all such expenses and disbursements, and the costs of suit, including attorney 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 Thomas and Donna Balthuis

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 The Chicago Title Insurance Company 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 grantor 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 S and seal of the Grantor this 10th day of march, 19 88

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

Thomas Balthuis (SEAL)

Donna Balthuis (SEAL)

This instrument was prepared by Gaza E. Cooke, 26 W. North Ave., Northlake, IL 60164
(NAME AND ADDRESS)

UNOFFICIAL COPY

MAR-23-88

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12.00

STATE OF ILLINOIS

COUNTY OF COOK

I, Raymond F. Seiffert, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Bulthuis and Donna Bulthuis, his wife of 308 Geneva, Northlake, Illinois 60164 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 the interest.

Given under my hand and official seal this tenth day of March, 19 88

OFFICIAL SEAL
RAYMOND F. SEIFFERT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6/6/1990

[Signature]
Notary Public

Commission Expires 6-6-90

to-wit: Block 26 in Section 2 of Country Club Addition to Midland Development Company's Northlake Village, a subdivision in the Southwest 1/4 (except the South 100 rods) the West 1/2 of the Southeast 1/4 (except the South 100 rods) the South half of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4, in Section 32 Township 49 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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12.00

25 MAR 23 1988

BOX No.

SECOND MORTGAGE

Trust Deed

THOMAS BULTHUIS

DONNA BULTHUIS

TO

NORTHLAKE BANK (6593

26 West North Avenue

Northlake, Illinois 60164

