

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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88197674

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THIS INDENTURE WITNESSETH, That DAVID G. HOFFMAN AND MICHELINA M. HOFFMAN, His Wife,

(hereinafter called the Grantor), of 1908 Goldspring Rd., Arlington Heights, IL 60004

for and in consideration of the sum of Seventy Thousand and no/100 (\$70,000.00) Dollars

in hand paid, CONVEY AND WARRANT to FIRST OF AMERICA BANK - GOLF MILL, An Illinois Banking Corporation of 9101 Greenwood Avenue, Niles, IL 60648,

1200

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:

UNIT 9-4 IN COUNTRY HOMES AT LAKE ARLINGTON TOWNE AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 1 IN LAKE ARLINGTON TOWNE UNIT 1, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOC 87345183, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT*

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

*LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 03-16-400-005

Address(es) of premises: 1908 Goldspring Road, Arlington Heights, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon *** bearing even date herewith, payable

**one Commercial Instalment Note

Payable to the order of First of America Bank-Golf Mill at its office in Niles, IL the principal sum of \$70,000.00 plus interest on the unpaid principal balance outstanding from time to time from 4/28/88 until maturity at the rate of interest, per annum equal to 2.5% in excess of Lender's Base Rate, interest rate floor of 11.25%. Repayment of the indebtedness shall be in 59 equal, consecutive principal instalments of \$1,166.00 each, beginning on the 28th day of May, 1988 and continuing on the same day of every month thereafter until fully paid, plus concurrent payments of interest at the above stated rate on the unpaid principal balance outstanding from time to time, with a final payment of all remaining principal and interest due at maturity on 4/28/93.

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 repair 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 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 first Trustee or 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 *** 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 *** 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 preparation, 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, which decree of sale shall have been entered or not, shall not be dismissed, nor shall the same 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 person 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: DAVID G. HOFFMAN AND MICHELINA M. HOFFMAN, His Wife,

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

First of America Bank - Golf Mill 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 MTG dated 10/22/87 to Brookfield Fed Bk for Savings and recorded 10/26/87 as Doc. No. 87575569.

Witness the hand S and seal S of the Grantor this 28th day of April, 1988.

***4.5% in excess of Lender's Base Rate,
Interest rate floor of 11.25%

David G. Hoffman (SEAL)
DAVID G. HOFFMAN

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

Michelina M. Hoffman (SEAL)
MICHELINA M. HOFFMAN

This instrument was prepared by Karen Pruban, First of America Bank-Golf Mill, 9101 Greenwood, Niles, IL 60648

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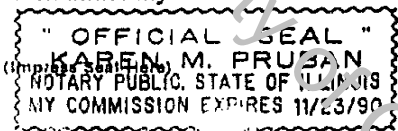
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STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David G. Hoffman and Michelina M. Hoffman, _____

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 28th day of April, 19 88.



Karen M. Prusan
Notary Public

Commission Expires 11-23-90

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1988 MAY 10 AM 11:37

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BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

mail to:
First American / my mail
9101 Greenway Ave
Apt 1111 60648
Attn: Karen Prusan

BOX 333 - T11

GEORGE E. COLE®
LEGAL FORMS