

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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.

88197676

THIS INDENTURE WITNESSETH, That MARTIN A. WITT AND STELLA WITT, His Wife,

(hereinafter called the Grantor), of

8243 W. 163rd St., Tinley Park, IL 60477,

(No. and Street) (City) (State)

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,

(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:

Above Space For Recorder's Use Only

LOT 118 IN TANBARK SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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: 27-23-402-015

Address(es) of premises: 8243 West 163rd Street, Tinley Park, IL.

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

WHEREAS, The Grantor is justly indebted up on \*\*\*\*\* bearing even date herewith, payable

\*one Commercial Instalment Note

12.00

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 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 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 \*\*\* 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 \*\*\* percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as 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 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, when a decree of sale shall have been entered or not, shall not be dismissed, nor shall the decree hereof given, until all such expenses and disbursements, and the cost 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 one 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: MARTIN A. WITT AND STELLA WITT, 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 6/11/87 to Heritage Bremen Bank & Trust Co. recorded 6/25/87 as Doc. No. 87348142.

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

\*\*4.5% in excess of Lender's Base Rate,  
interest rate floor of 13.25%

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

Martin A. Witt (SEAL)  
MARTIN A. WITT

Stella Witt (SEAL)  
STELLA WITT

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

964/60 OF DJS (initial)

88197676

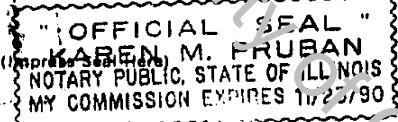
# UNOFFICIAL COPY

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 Martin A. Witt and Stella Witt, \_\_\_\_\_

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, 1988.



Karen M. Pruban  
Notary Public

Commission Expires \_\_\_\_\_

Cook County Clerk's Office

1988 APR 10 AM 11:41  
FILED

88197676

88197676

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TO  
\_\_\_\_\_  
\_\_\_\_\_

BOX 333 - TH

*Maw So  
First of America / stuff mill  
914 S. Hennepin Ave  
Ankeny, IA 50008  
Attn: Karen Pruban*

GEORGE E. COLE®  
LEGAL FORMS