

UNOFFICIAL COPY

THIS INDENTURE, WITNESSETH, That Joseph Glimmer and Barbara Glimmer, his wife in joint tenancy with rights of survivorship and not as tenants in common (hereinafter called the Grantors), of 125 S. Avenue Glencoe IL (State)

for and in consideration of the sum of Fifty thousand dollars and no/100 (\$50,000.00) -----Dollars in hand paid, CONVEY AND WARRANT to Bank of the North Shore of 1810 Lake Cook Road Northbrook IL (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village of Glencoe Cook County of Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION ON BACK

PIN#05-03-105-002

See Attached Rider

RIDER

In the event of the sale, contract sale, transfer or refinancing of the real estate pledged by this second mortgage, the full balance on the Note shall become due and payable upon demand. The loan evidenced by the Note, and the Second Mortgage securing the Note, are being made solely for the accommodation of the current owner of the real estate who is a customer of Bank of the North Shore. It is the express intention of Bank of the North Shore not to allow a subsequent buyer of the real estate to assume the indebtedness due on the Note secured by the present Mortgage.

882-7128

*Late fees as more fully described on the note
**with a base prime rate of 8.75%

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in connection with 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) to cause 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 holder herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 all 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 eight 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 or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, upon notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, and 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, costs for documentary evidence, stenographer's charges, cost of preparing 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 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 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 Joseph Glimmer and Barbara Glimmer, his wife

IN THE EVENT of the death or removal from said Cook County of the grantor or of his resignation, refusal or failure to act, then Bank of the North Shore 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 the aforesaid covenants and agreements are performed, the grantee or his successor in trust shall release said premises to the party entitled, and receiving here reasonable charges.

Witness the hands and seal of the Grantors this 21st day of January, 19 88.

Joseph Glimmer (SEAL)
Barbara Glimmer (SEAL)

This instrument was prepared by Renee D. Seyler, Bank of the North Shore
1810 Lake Cook Road, Northbrook, IL 60062

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Barbara A. Ricker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Josef Glimer and Barbara Glimer, his wife

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 notarial seal this 21st day of January, 1988

(Impress Seal Here)

Barbara A. Ricker
Notary Public

Commission Expires ~~My~~ Commission Expires June 30, 1989

Legal Description

Lot 10 (except that part thereof lying West of a line drawn at right angles to the South line of the said Lot through a point in said South line which is 196.25 feet East of the South West corner of the said Lot 10 and also excepting from said Lot 10 that portion described as follows:

Beginning at the South East corner of said Lot 10; thence westerly along the South line of said Lot a distance of 175 feet; thence Northwest along a straight line to a point in the Northwest line of said Lot 10 which is 177 feet and 3/8ths inches Southwest from the North East corner thereof (said 177 feet and 3/8ths inches being measured along the Northwest line of the said Lot 10); thence Northeast along the Northwest line of said Lot, 177 feet and 3/8ths inches to the North East corner thereof; thence Southeast along the Easterly line of Lot 10 to the place of beginning) in E.P. Maynard's Lake Shore Subdivision of Lot 10 in the Resubdivision of Block 6 in Glencoe, said Glencoe being a Subdivision of parts of Sections 5, 6, 7 and 8 all in Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Subject to: General taxes for 1986 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record as to use and occupancy; acts done or suffered by or through the purchasers.

88207128

13.00

88207128 - A - Rec 22204 MAY-16-88

BOX No.

SECOND MORTGAGE
Trust Deed

Josef Glimer and Barbara Glimer

TO

Bank of the North Shore

Property address: 125 S. Avenue
Glencoe, IL

13.00
Mail to: Bank of the North Shore
1219 Lake Cook Road
Northbrook, IL 60062

88207128

UNOFFICIAL COPY

1819 LAKE COOK (COMMUNITY ASSOCIATION), ILL. 60017

This instrument was prepared by *Kenneth D. Seydler*, Bank of the North Shore

(SEAL) *Barbara Gilmer*
(SEAL) *Barbara Gilmer*
19 88

Witness the hands and seal of the Grantors this 21st day of January

refused to act, then the grantor or its successor in interest shall release said premises to the party entitled thereto in accordance with the terms of the deed of record in the County of Cook, Illinois.

in the event of the death or removal from and the name of a record owner is *Barbara Gilmer*, and *Barbara Gilmer*, hereafter referred to as the Grantors, shall release said premises to the party entitled thereto in accordance with the terms of the deed of record in the County of Cook, Illinois.

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Vertical text on the left margin, possibly a page number or reference.

MORTGAGE SECOND COPY TO PUBLIC OFFICE

UNOFFICIAL COPY

BOX No.

SECOND MORTGAGE
Trust Deed

Josef Glimmer and Barbara Glimmer

TO

Bank of the North Shore

Property address: 125 S. Avenue

Glencoe, IL

Mall to: Bank of the North Shore
1819 Lake Cook Road
Northbrook, IL 60062

824210289

15.00

522074128

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882074128

22204

MAY-16-88

16 MAY 83 9:56

Subject to: General taxes for 1986 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record as to use and occupancy; acts done or suffered by or through the purchasers.

Principal Meridian, in Cook County, Illinois.

of Sections 5, 6, 7 and 8 all in Township 42 North, Range 12 East of the Third

in the Resubdivision of Block 6 in Glencoe, said Glencoe being a subdivision of parts

Lot 10 to the place of beginning in E.P. Maynard's Lake Shore Subdivision of Lot 10

to the North East corner thereof; thence Southeastly along the Easterly line of

North Shorely along the Northwesterly line of said Lot 10, 17 feet and 3/8ths inches

Northwesterly along the Northwesterly line of said Lot 10; thence

inches being measured along the Northwesterly line of said Lot 10; thence

Southwesterly from the North East corner thereof (said 177 feet and 3/8ths

to a point in the Northwesterly line of said Lot 10, which is 177 feet and 3/8ths

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that portion described as follows:

Lot 10 (except that part thereof lying west of a line drawn at right angles to the

South line of the said Lot through a point in said South line which is 196.25 feet

East of the South West corner of the said Lot 10 and also excepting from said Lot 10

Legal Description

Commission Expires My Commission Expires June 30, 1989

Notary Public

(Impress Seal Here)

Given under my hand and notarial seal this 21st day of January, 1988

walver of the right of homestead.

instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this day in person and acknowledged that they signed, sealed and delivered the said

personally known to me to be the same person, whose names are subscribed to the foregoing instrument,

State aforesaid, DO HEREBY CERTIFY that Josef Glimmer and Barbara Glimmer, his wife

Barbara A. Ricker, a Notary Public in and for said County, in the

STATE OF Illinois }
COUNTY OF Cook }
SS.