

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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88243875

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 Richard C. Goodman,  
married to Ruth Goodman,

(hereinafter called the Grantor), of  
270 Gary Highland Park, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten Dollars

in hand paid, CONVEY BY AND WARRANT BY Byron S. Miller  
as Trustee of the Richard Crown Goodman 65 \*  
of 30 North LaSalle Chicago, Illinois  
(No. and Street) (City) (State)

DEPT-01 \$14.25  
783333 TRAN 8875 06/06/88 1616100  
88443 + C \* - 88 - 243875  
COOK COUNTY RECORDER

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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Lake and State of Illinois, to-wit: Lot 3 in Wineman's

Gary Avenue Resubdivision of lots 1, 2 and 3 in Gary-Dann Resubdivision of the Dean-Gary Subdivision of lots 82 and 83 in South Highland Addition to Highland Park and Lot 81 in South Highland Addition to Highland Park, according to the plat of said Wineman's Gary Avenue Resubdivision, recorded April 5, 1972 as Document 1551373, in Book 51 of Plata, Page 21, in Lake County, Illinois.

Permanent Real Estate Index Number: 1625406002

Addressed to premises: 270 Gary, Highland Park, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, WHEREAS, the Grantor is justly indebted upon ONE principal promissory note bearing even date herewith, payable with interest at the rate of 9.39% per annum starting April 1, 1988 compounded semi-annually such principal and interest payable in semi-annual installments of \$34,383.54 starting on October 1, 1988 and continuing thereafter for 58 installments in a like amount on each following April and October with a final payment of \$34,383.04 on April 1, 2018.

\*Trust under Trust Agreement dated December 28, 1965.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 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 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 above 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 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 proceeding, whether 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 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 C. Goodman County of the grantee, or of his resignation, refusal or failure to act, then

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 successor Trustee of aforesaid Trust 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 this Trust deed is subject to First Mortgage dated April 21, 1986 and recorded April 30, 1986 as Document #2438435 made by Richard C. Goodman to Suzanne C.

Witness the hand and seal of the Grantor this 15<sup>th</sup> day of APRIL, 1988 Goodman

Richard C. Goodman (SEAL)  
Richard C. Goodman

Please print or type name(s) below signature(s) \_\_\_\_\_ (SEAL)

88243875

88-243875

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, LEANN M. BREZINSKY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard E. Goodman

personally known to me to be the same person... whose name... Richard E. Goodman subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 13<sup>th</sup> day of April, 19 88.

(Impress Seal Here)

*Leann M. Brezinsky*  
Notary Public

Commission Expires July 8, 1988

882A3875

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

TO



RETURN TO:

SAMUEL SCHLESINGER  
GOULD & RATNER - #800  
222 N. LA SALLE ST.  
CHICAGO, IL. 60601

GEORGE E. COLE  
LEGAL FORMS

SECOND MORTGAGE MODIFICATION  
AMENDED AND RESTATED SECOND MORTGAGE

A certain Second Mortgage made as of January 12, 1987 recorded on June 17, 1987 as document #2580123 between Richard C. Goodman, married to Ruth Goodman, as "Mortgagor" and Byron S. Miller as Trustee of the Richard Crown Goodman 65 Trust under Trust Agreement dated December 28, 1965, as "Mortgagee", is hereby modified, amended and restated to be in the form of the Second Mortgage attached hereto this 1st of April, 1988.

Property of Cook County Clerk's Office

Richard C. Goodman  
Richard C. Goodman

STATE OF ILLINOIS)  
                              )SS.  
COUNTY OF Cook)

88243875

I, Lenon M. Brezinsky, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard C. Goodman personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 1st day of April, 1988.

Lenon M. Brezinsky  
Notary Public

Commission Expires July 8, 1988

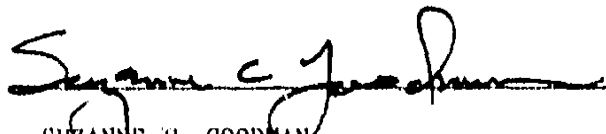
# UNOFFICIAL COPY

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## CONSENT BY MORTGAGEE

The undersigned, Suzanne C. Goodman, as Mortgagee under a certain Mortgage dated April 21, 1986 and recorded in the Recorder's Office of Lake County, Illinois as Document No. 2438435, does hereby consent to the within and foregoing modification, amendment and restatement of the Second Mortgage dated as of January 12, 1987.

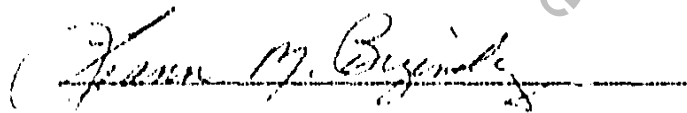
IN WITNESS WHEREOF, Suzanne C. Goodman has executed this Consent this 1st day of April, 1988.

  
SUZANNE C. GOODMAN

STATE OF ILLINOIS)  
  ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Suzanne C. Goodman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act.

GIVEN under my hand and notarial seal this 1st day of April, 1988

  
NOTARY PUBLIC

My Commission Expires: July 1, 88