

# UNOFFICIAL COPY

APR 21 1988

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

This instrument is subject to a lien for the cost of recording this form. A fee will be charged for this liability and hereby acknowledged.

88241939

THIS INSTRUMENT WITNESSETH that **Albert Kaye and Shirley X Kaye, his wife**

hereinafter called the Grantor(s), of **800 Edgewood Lane Glenview Illinois**

for and in consideration of the sum of **Thirty five thousand & 00/100** Dollars

in hand paid **CONVEY S AND WARRANT S** to **First Colonial Bank Northwest** at **P.O. Box 48-283 Niles Illinois**

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 17 in Solar Park, being a subdivision of the South West 1/4 of the South East 1/4 of Section 36, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

P. I. N. 04-36-403-012

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

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein  
WITNES: The Grantor is justly indebted upon **principal promissory note bearing even date herewith payable**

in **59** monthly installments of **\$756.63** beginning on **July 1, 1988** with a final payment of **\$756.63** payable in full on **June 1, 1993**.

88241939

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 on said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to, rebuild or restore all buildings and 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 grantor herein. She 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 mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee's 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 to pay interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or do 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 **10** 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 accrued 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 **13.75** percent 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, including reasonable attorney's fees, outlays for documentary evidence, notary'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 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, as such, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, when a notice 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 to any party, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is **Albert Kaye and Shirley X Kaye, his wife**

IN THE EVENT of the death of any of them of said **Cook** County of the grantee, or of his resignation, refusal or failure to act, then

**First Colonial Bank Northwest** 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

Witness the hand of and seal of the Grantor this **31st** day of **May** 19 **88**

*Albert Kaye*  
Albert Kaye (SEAL)

*Shirley X Kaye*  
Shirley X Kaye (SEAL)

Please print or type names of below signatories

This instrument was prepared by **First Colonial Bank Northwest - P.O. Box 48-283 Niles, Illinois**

# UNOFFICIAL COPY

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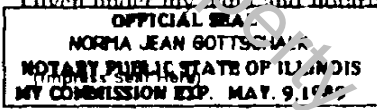
12.

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 Albert Kaye and Shirley J. Kaye, his wife

personally known to me to be the same person<sup>s</sup>, 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 31st day of May, 1988.



*Norma Jean Gottschalk*  
Notary Public

Commission Expires 5-9-92

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Property of Cook County Clerk's Office

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SECOND MORTGAGE  
Trust Deed

TO

88244969

\$ 12.00 / E