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THIS INSTRUMENT WITNESSETH, that **Walter F. Pagor and Carole Pagor**

hereinafter called the Grantor(s), of **221 S. Prater, Northlake, Illinois**

88254100

for and in consideration of the sum of **Seventy Nine Thousand Sixty Eight and 49/100** Dollars

in hand paid, CONVEY AND WARRANT to **Northlake Bank** of **26 W. North Ave., Northlake, 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**

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

See reverse side:

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(s): **15/05/101/067**
Address(es) of premises: **221 S. Prater, Northlake, Illinois 60164**

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS The Grantor is justly indebted upon **their** principal promissory note bearing even date herewith, payable ****\$79,068.42** on the twenty-ninth of November, A.D. 1988**

88254100

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 restore all buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste on 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 on said premises, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondly, to the Trustee herein as their interests may appear, such policies shall be left and remain with the said Mortgagee or Trustee until the said indebtedness is fully paid, (6) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall be so made and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the non-observance of 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 a lien and premises, or pay all prior encumbrances 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 **11.00** per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and all interest thereon, together with the portion of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon at the rate of **11.00** per cent per annum, or the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or by the strict foreclosure of said indebtedness had then in force, **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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of printing 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 trustee 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 fees, have been paid. The Grantor, as the Grantor and his heirs, executors, administrators and assigns of the Grantor waives all right in the possession of, and in the title of, said premises pertaining to 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a second owner is **Walter F. Pagor and Carole Pagor, 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 thereon, **The Chicago Title & Trust Company** of said County is hereby appointed to be first trustee in this deed, 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 trustee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to **none**

Witness the hand and seal of the Grantor this **2nd** day of **June**, 19**88**

Please print or type names of below signatories:

Walter F. Pagor SR (SEAL)

Carole F. Pagor (SEAL)

This instrument was prepared by **Tamera A. Pietrarosso c/o Northlake Bank 26 W. North Ave., Northlake, IL 60164**

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF DuPage) ss.

I, Jean Seiden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter F. Pagor and Carole Pagor, 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 official seal this 2nd day of June, 1988.

(Impress Seal Here)

Jean H. Seiden
Notary Public

Commission Expires 5/7/89

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The West 63 feet of the East 271.71 feet of the South 51.82 feet of the North 472.07 feet of the Southwest quarter of the Northwest quarter of Fractional Section 5, Township 19 North, Range 12, East of the Third Principal Meridian and North of the Indian Boundry Line, in Cook County, Illinois.

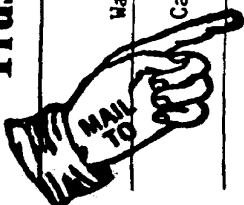
and,

The South 103.64 feet of the North 523.89 feet of the East 208.71 feet of the Southwest quarter of the Northwest quarter of Fractional Section 5, Township 39 North, Range 12, East of the Third Principal Meridian and North of the Indian Boundry Line in Cook County, Illinois.

12:00 JUN-10-88 2 7 2 8 6 88254100 - A - Rec

BOX No.

SECOND MORTGAGE
Trust Deed



Walter F. Pagor

Carole Pagor

TO

Northlake Bank (43-2799)

26 W. North Ave.

Northlake, Il. 60164

JUN 10 1988

88254100

\$12.00/£