

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Debra L. Hornkohl and William R. Hornkohl

(hereinafter called the Grantor), of 501 N. Wolf Rd., Northlake, IL. 60164

89443244

for and in consideration of the sum of Nine Thousand and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to Northlake Bank

of 26 W. North Ave., Northlake, IL. 60164

DEPT-01 RECORDING \$12.25  
T#3333 TRAN 5956 09/20/89 10:48:00  
#4591 + C \* -89-443244  
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 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:

LOT 18 IN BLOCK 1 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE UNIT NO. 7, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, 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: 12-32-100-019  
Address(es) of premises: 501 N. Wolf Rd., Northlake, IL. 60164

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

\$298.92 due on the 15th day of October, 1989;  
\$298.92 due on the 15th day of each and every month thereafter  
and a final payment of \$298.92 due on September 15, 1992.

89443244

RE TITLE SERVICES # R9-583

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 or 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 upon 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 hereon, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, such 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 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 twelve 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 of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, amount notice, become immediately due and payable, and with interest thereon from time of such breach at the maximum per cent per annum allowable by law, 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 paid or incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorneys fees, outlays for temporary 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 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 dissolved, nor release hereof given, and 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner William R. Hornkohl and Debra L. Hornkohl

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 N/A of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fall 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 St Paul Federal Bank for Savings #87236189 Recorded on 5/4/87 \$30,000.00

Witness the hands and seal of the Grantor this 15th day of September, 1989.

Debra L. Hornkohl (SEAL)  
William R. Hornkohl (SEAL)

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

This instrument was prepared by Olga Rodriguez, 26 W. North Ave., Northlake, IL. 60164

89-443244

1st Mail

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STATE OF Illinois )  
COUNTY OF DuPage ) ss.

I, Jean K. Seiden, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Debra L. Hornkohl and William R. Hornkohl

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 redemption.

Given under my hand and official seal this 15th day of September, 1989.

(Impress Seal Here)

Jean K. Seiden  
Notary Public

Commission Expires May 11, 199

BOX No. 89432A  
SECOND MORTGAGE  
**Trust Deed**

Debra L. Hornkohl and  
William R. Hornkohl

TO

Northlake Bank  
26 W. North Ave.  
Northlake, IL. 60164

1989-09-15

Property of Cook County Clerk's Office