

TRUST DEED SECOND MORTGAGE (ILLINOIS) UNOFFICIAL COPY

89360545

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 Shirley L. Gehrke

(hereinafter called the Grantor), of 5426 N. Menard, Chicago, IL, 60630

for and in consideration of the sum of Two Thousand Eight Hundred Thirty One and 28/100 Dollars

in hand paid, CONVEY AND WARRANT to Northlake Bank, 26 W. North Ave., of Northlake, Illinois 60164

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:

Stamp area with date 08-01 1989 and other recording information.

Above Space For Recorder's Use Only

***SEE OTHER 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): 13-08-210-047 Address(es) of premises: 5426 N. Menard, Chicago, IL, 60630

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

\$177.97 on the 21st day of August, A.D. 1989 \$177.97 on the 21st day of each and every consecutive month, thereafter for 12 months, and a final payment of \$177.97 on the 20th day of July, A.D. 1991

89360545

Handwritten note: Inu accm One

Vertical stamp: 89360545

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 cash, 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 the 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 first, 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 to insure, or pay taxes or assessments, or the principal 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 12.25 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, and if 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 documentary evidence, stenographer's charges, cost of proceeding 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 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 of 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 is Shirley L. Gehrke Cook

IN THE EVENT of the death or removal from said Northlake Bank of said County of the grantee, or of his resignation, refusal or failure to act, then Northlake Bank 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 Trust Deed with Northlake Bank, Document #87644625 recorded Dec. 4, 1987

Witness the hand and seal of the Grantor this 21st day of July, 1989

Signature of Shirley L. Gehrke (SEAL)

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

This instrument was prepared by Olga Rodriguez, 26 W. North Ave., Northlake, IL., 60164 (NAME AND ADDRESS)

Handwritten note: \$12.00

UNOFFICIAL COPY

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 Shirley L. Gehrke

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 21st day of July, 1989.

(Impress Seal Here)

Notary Public

Commission Expires _____

*** Lot Seven (7) Block One (1) in First Addition to Grand Avenue Highlands, being a subdivision of the South 176 feet of the North Half of the Southwest Quarter of Section Twenty Nine (29), Township Forty (40) North, Range Twelve (12), East of the Third Principal Meridian in Cook County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County as Document Number 1446902.

69360545

RETURN TO BOX 43

BOX No. _____

SECOND MORTGAGE
Trust Deed

SHIRLEY L. GEHRKE

TO

NORTHLAKE BANK
26 W. NORTH AVE.
NORTHLAKE, IL. 60164