

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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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 Sylvia Katz

90420861

(hereinafter called the Grantor), of 3801 Mission Hills Road, Unit #509E Northbrook, Illinois

for and in consideration of the sum of Ten and 00/100 Dollars in hand paid, CONVEY AND WARRANT to Howard A. Katz

of 1300 Middlebury Wilmette, 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

DEPT-01 RECORDS INC 413.35
744444 FAX 0214 06/29/94 12:51:00
#8376 1 D *--90--420864
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

See Attached for Legal Description

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): 04-18-200-010-1057

Address(es) of premises: 3801 Mission Hills Road, Unit #509E, Northbrook, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted under principal promissory note bearing even date herewith, payable

90420861

See Attached for Mortgage Note

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, by term 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 8.0% 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, without notice, become immediately due and payable, and with interest thereon from time of such breach at 8.0% per cent 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 paid or incurred in behalf of plaintiff in connection with the foreclosure hereof -- including reasonable attorney's fees, outlays for documents, evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure deed, 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 in any suit 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 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 Sylvia Katz

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

Meridee Katz 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 said 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 Mortgage dated May 9, 1978 and recorded May 23, 1978 as document 24460279 to Fairfield Savings and Loan Association.

Witness the hand and seal of the Grantor this 1st day of July, 1990.

Sylvia Katz (SEAL)
Sylvia Katz

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

Robert C. Gebert (SEAL)

Robert C. Gebert, Attorney at Law

This instrument was prepared by 150 N. Wacker, Suite 1200, Chicago, Illinois 60606
(NAME AND ADDRESS)

90420861

UNOFFICIAL COPY

BOX No.

SECOND MORTGAGE
Trust Deed

Sylvia Katz

Howard A. Katz

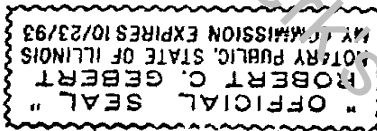
TO

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk

Commission Expires

(Impress Seal Here)



Notary Public

Robert C. Gebert

day of

1990

Given under hand and official seal this

1st

waiver of the right of homestead.

instrument as here free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this day in person and acknowledged that she signed, sealed and delivered the said

personally known to me to be the same person whose name she subscribed to the foregoing instrument,

State aforesaid, DO HEREBY CERTIFY that Sylvia Katz

I, a Notary Public in and for said County, in the

Robert C. Gebert

COUNTY OF COOK

STATE OF ILLINOIS

SS.

19802505

UNOFFICIAL COPY

9 0 4 2 0 8 6 4

MORTGAGE NOTE

\$23,000.00

Northbrook, Illinois

FOR VALUE RECEIVED, the undersigned ("Borrowers") hereby promises to pay to the order of Howard A. Katz ("Lender"), at such place as Lender may from time to time designate in writing, the principal sum of Twenty Three Thousand Dollars (\$23,000.00), with interest at 8.73% per annum. The principal sum of this note plus interest shall be paid from time to time with final payment of all unpaid principal and any accrued and unpaid interest thereon, if not sooner paid, shall be due and payable on June 30, 2010. This note further evidences Borrowers' pre-existing obligation to Lender in the principal amount set forth above, together with interest heretofore accrued and unpaid as of the 1st day of July, 1990.

This note is secured by a Second Mortgage Trust Deed to real property located in the County of Cook, State of Illinois, commonly known as 3801 Mission Hills Road, Unit #509E, Northbrook, Illinois.

In no event will this note become immediately due and payable prior to June 30, 2010 except upon the occurrence of any of the following events: (1) death or insolvency of either Borrower, the calling of a meeting of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against either Borrower or (2) the sale of real property located in the County of Cook, State of Illinois, commonly known as 3801 Mission Hills Road, Unit 509E, Northbrook, Illinois.

Borrowers shall have the right to prepay this Note, in whole or in part, at any time and from time to time.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the 1st day of July, 1990.



SOL I. KATZ

X 

SYLVIA KATZ

90420864

UNOFFICIAL COPY

RETURN TO:

ROBERT C. GEBERT
150 N. WACKER
CHICAGO, IL 60606

Property of Cook County Clerk's Office