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90063613

THIS INDENTURE WITNESSETH, That Charles G. Vogelsang  
and Joyce L. Vogelsang, his wife, as joint tenants

(hereinafter called the Grantor), of  
2825 Edginton Franklin Park Illinois

for and in consideration of the sum of Forty Seven Thousand and  
NO/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 and State of Illinois, to-wit:

Lot 23 and 24 in Block 18 in Franklin Park in Section 27, 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(s) 12-27-122-011

Address(es) of premises: 2825 Edginton, Franklin Park, Illinois

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

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

Interest paid monthly on outstanding principal commencing on March 3, 1990 and each  
consecutive month thereafter. One final payment of principal and interest due on  
May 4, 1990

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided 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 or build 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 Trustee 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 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 eleven and 1/2 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 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, and 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 procuring or completing abstract  
showing the whole title of said premises embracing foreclosure here--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 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 is: Charles G. Vogelsang and Joyce L. Vogelsang, his wife, as joint tenants

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 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 none

Witness the hand and seal of the Grantor this 3rd day of February, 1990

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

Charles G. Vogelsang (SEAL)

Joyce L. Vogelsang (SEAL)

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

# 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 Charles Vogelsang and Joyce Vogelsang,  
his wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 3rd day of February, 19 90.

(Impress Seal Here)

Olga Rodriguez  
Notary Public

Commission Expires 8-31-92



RETURN TO BOX 43

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BOX No.

SECOND MORTGAGE

**Trust Deed**

CHARLES & JOYCE VOGELSANG

TO

NORTHLAKE BANK

26 W. NORTH AVE.

NORTHLAKE, IL. 60164

RETURN TO BOX 43