

TRUST DEED
SECOND MORTGAGE ILLINOIS

UNOFFICIAL COPY

90161782

THIS INDENTURE WITNESSETH That

Philip Cohen & Barbara Cohen, his wife

hereinafter called the Grantor(s), of

4643 Dobson Skokie Illinois

for and in consideration of the sum of
Seven Thousand & No/100----- Dollars

in hand paid CONVEY AND WARRANT to

First Colonial Bank Northwest

at P. O. Box 48-283 Niles 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 Lot 4 (except the West 14 feet thereof) and the West 21 feet of Lot 3 in Block 3 in Krenn and Dato's Howard Lincoln Cicero Parkview Addition, being a Subdivision of part of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 41 North, Range 13, 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 10-27-116-021

Address of premises 4643 Dobson - Skokie

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

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

-----in 35 monthly instalments of \$232.50 each or more, and a final instalment of \$232.50 beginning on April 25, 1990 and continuing on the same day of each successive month thereafter until the note is paid in full.-----

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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 of 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 first to the said Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, with proceeds shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 encumbrances, or the interest thereon when due, the grantee of 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 any 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 the rate of 12% 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 holder of said indebtedness, including principal and all earned interest, shall, at the option of the holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the rate of 12% 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.

THIS AGREEMENT 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 documentary evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing the 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 the date of sale shall have been entered or not, shall not be dismissed, nor shall be hereof given, until all such expenses and disbursements, and the cost of sale, including attorney's fees, have been paid. The Grantor for the Grantor, and for the heirs, executors, administrators and assigns of the Grantor, shall retain 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 named 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 same.

The name of a record owner is Philip Cohen & Barbara Cohen, his wife

of the County of Cook

IN THE EVENT of the death or removal of the Grantor, the County of the grantee, or of his resignation, refusal or failure to act, then

First Colonial Bank Northwest

of said County is hereby appointed to be first successor in this trust

and if for any cause said trustee should 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 the covenants and agreements are to remain in full force and effect until the successful completion of the same.

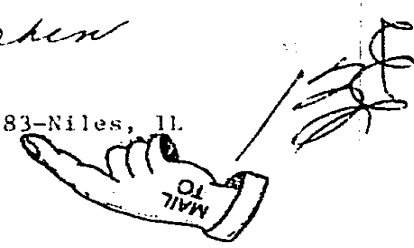
26th March 1990

Philip Cohen
Philip Cohen

Barbara Cohen
Barbara Cohen

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First Colonial Bank Northwest-P. O. Box 48-283-Niles, IL



THIS MORTGAGE IS A SECOND MORTGAGE

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 _____

_____ Philip Cohen & Barbara Cohen, his wife _____ 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 homestead.

Given under my hand and official seal this 26th day of March, 1990.
" OFFICIAL SEAL "
NORMA JEAN GOTTSCHALK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/19/93

Norma Jean Gottschalk
Notary Public

Commission Expires 6/19/93

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COOK County Clerk's Office

BOX No. _____
SECOND MORTGAGE
Trust Deed
_____ TO _____

GEORGE E. COLE
LEGAL FORMS