

TRUST DEED

SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH that John W. Cole,
divorced but not remarried

(hereinafter called the Grantor), of 2700 A
Southport, Chicago, Illinois 60614

for and in consideration of the sum of Ten (10) Dollars and
other good and valuable consideration, Dollars
in hand paid, CONVEY S AND WARRANT S to Epstein
Financial Corp. and The Himmel Corporation
of 205 W. Wacker Dr., Chicago, IL 60606

DEPT-01 RECORDING \$13.25
T03333 TRAN 3798 08/07/90 11:08:00
#2192 # C #-90-381850
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:

All right, title and interest of Grantor in Lot 11 in Northbrook Estates Unit No. 1,
a Subdivision in Section 10, Township 42 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: 04-10-114-011-0000
Address(es) of premises: 925 Keystone, Northbrook, Illinois

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

WHERAS, The Grantor is justly indebted up to the amount of \$15,000.00 to the First National Bank of Chicago and shall be

to Trustee pursuant to a Settlement Agreement dated 12/19/89
providing for payment as follows:

- (i) \$15,000 per year for four years commencing December 31, 1990; and
- (ii) Interest shall accrue on the unpaid balance at the prime rate of interest as charged from time to time by the First National Bank of Chicago and shall be payable on December 31 of each year during which there is an outstanding principal balance.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided in 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 or rebuilding of any or 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 hereunder 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 let and remain in full force until the indebtedness or 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 or 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 discharge of 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 by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at the rate of _____ percent per annum shall be so much additional indebtedness secured by this deed.

IN THE EVENT of breach of any of the above covenants or agreements, the holder 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 rate of _____ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same with a portion 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 document preparation, stenographer's charges, cost of procuring 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 shall the decree hereof given, until all such expenses and disbursements, and the amount of said 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 a 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 person 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 same premises.

The name of a record owner is John W. Cole
B. THE EVENT of the death of said Grantor, Cook County of the grantee, or of his resignation, refusal or failure to act, then

Jeffrey Himmel of said County is hereby appointed to be first successor in this trust, and if for any like cause, said Jeffrey Himmel or his 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 above said 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 to

Witness the hand and seal of the Grantor this 22nd day of August 1990

John W. Cole (SEAL)

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

(SEAL)

This instrument was prepared by Howard L. Adelman, 53 W. Jackson, Suite 1050, Chicago, IL 60604
(NAME AND ADDRESS)

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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Sandra Greenwood, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John W. Cole

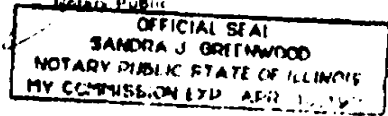
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 2nd day of August, 1988

(Impress Seal Here)

Sandra Greenwood
Notary Public

Commission Expires Apr. 16, 1992



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MAIL TO:
JUDITH M. LIVINGSTON
BARNETT, BORNSTEIN & BLAZER, LTD
200 N. LA SALLE SUITE 1020
CHICAGO, ILLINOIS 60601

BOX No.

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS