

TRUST DEED SECOND MORTGAGE (ILLINOIS)

91140184

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

A0031350

THIS INDENTURE WITNESSETH That DAVID B. KROGSTAD and GAIL J. KROGSTAD

(hereinafter called the Grantor), of 5827 N. NICOLET, CHICAGO, IL 60631

for and in consideration of the sum of FORTY FIVE THOUSAND ONE HUNDRED TWELVE AND 20/100 (\$45,112.20) Dollars

in hand paid, CONVEY AND WARRANT to BANK OF COMMERCE & INDUSTRY

of 6100 N. Northwest Highway, Chgo, IL 60631

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 RECORDING \$13.29
T#3333 TRAN 8430 03/28/91 11:09:00
#7508 & C # -91-140184
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

LOT 4 AND THAT PART OF LOT 3 LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON SOUTHERLY LINE OF SAID LOT 3, 45.22 FEET WESTERLY OF MOST SOUTHERLY CORNER OF LOT 3; THENCE NORTHERLY AT 90 DEGREES TO THE SOUTHERLY LINE OF SAID LOT 3, 26.00 FEET; THENCE NORTHERLY 19.20 FEET AT A POINT ON THE NORTHERLY LINE OF SAID LOT 3, SAID POINT BEING 16.36 FEET WESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 3, ALL IN PETER FABER'S RESUBDIVISION OF LOTS 23 AND 24 IN BLOCK 14 IN NORWOOD PARK, SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 13-06-308-054

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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 in Eighty Four (84) successive monthly instalments of FIVE HUNDRED THIRTY SEVEN AND 05/100 (\$537.05) DOLLARS each beginning April 20, 1991 and thereafter on the same day of each subsequent month until paid in full.

91140184

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 or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered and 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 holder of the first mortgage, 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 have 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.00 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 there on from time of such breach at per cent per annum, shall be recoverable by foreclosure, or by suit at law, or both, the same as if said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements of 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 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 other mortgage and indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether a 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 and charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is DAVID B. KROGSTAD AND GAIL J. KROGSTAD

IN THE EVENT of the death, removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then BANK OF COMMERCE & INDUSTRY 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

Witness the hand and seal of the Grantor this 21st day of March, 1991

David B. Krogstad (SEAL)
DAVID B. KROGSTAD

Gail J. Krogstad (SEAL)
GAIL J. KROGSTAD

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

BANK OF COMMERCE & INDUSTRY

BY: Dolores LaBuda, Loan Officer

This instrument was prepared by Michael Tomeczko, c/o Bank of Commerce & Industry (NAME AND ADDRESS) 6100 N. Northwest Highway Chicago, IL 60631

Handwritten signature/initials

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Frances DiGiacomo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David B. Krogstad and Gail J. Krogstad

personally known to me to be the same person whose name 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 notarial seal this 21st day of March, 19 91.

(Impress Seal Here) **OFFICIAL SEAL**
FRANCES M. DIGIACOMO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 21, 1991

Frances M. DiGiacomo
Notary Public

Commission Expires _____

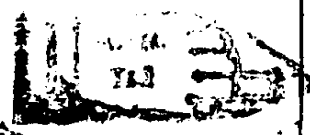
Property of Cook County Clerk's Office

54110184

BOX No. _____
SECOND MORTGAGE
Trust Deed

DAVID B. KROGSTAD & GAIL J. KROGSTAD
TO
BANK OF COMMERCE & INDUSTRY

ADDRESS OF PROPERTY: 5827 N. Nicclet,
Chicago, IL 60631



MAIL TO:
BANK OF COMMERCE & INDUSTRY
6100 N. NORTHWEST HIGHWAY
CHICAGO, IL 60631