

SECOND MORTGAGE (ILLINOIS)

91179470

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THIS INDENTURE WITNESSETH, That Kathy L. Wolf

(hereinafter called the Grantor), of 5 Creekside Court  
Streamwood, Illinois 60107

for and in consideration of the sum of Four Thousand and no/100  
(\$4,000.00) Dollars

in hand paid, CONVEY AND WARRANT TO

David R. Wolf  
of 2612 Pirate's Cove, Apt. 6, Schaumburg, IL 60173

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  
T5555 TRAN 8629 04/12/91 13:23:00  
#0744 #E # -91-179470  
COOK COUNTY RECORDER

91179470

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

Lot 38 in Whispering Pond, being a subdivision in the Southwest Quarter of the Southeast Quarter of Section 22, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded, February 14, 1989, as Document #89068145, 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: 06-22-400-003

Address(es) of premises: 5 Creekside Court, Streamwood, Illinois 60107

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted of ~~XX~~ to the Grantee under the terms of a certain Marital Settlement Agreement dated December 27, 1990, in the amount of \$4,000.

COOK COUNTY MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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 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 first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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 9.0 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 9.0 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 documentary evidence, stenographer's charges, cost of procuring or compiling 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 given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantee 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 of 5 Creekside Court Kathy L. Wolf

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

Clerk of the Circuit Court 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 any prior encumbrances of record.

Witness the hand and seal of the Grantor this 27<sup>th</sup> day of February, 19 91

Please print or type name(s) below signature(s) Kathy L. Wolf (SEAL)

(SEAL)

This instrument was prepared by Richard M. Furgason, 900 North Lake Street, Aurora, IL 60506 (NAME AND ADDRESS)

Return this document to: Richard M. Furgason, 900 North Lake Street, Aurora, IL 60506

1329

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK } ss.

I, ROBERT G. RIFFNER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KATHY L WOLF

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 \_\_\_\_\_ signed, sealed and delivered the said instrument as HON 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 27<sup>th</sup> day of February, 1991.

OFFICIAL SEAL  
ROBERT G. RIFFNER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/29/92

Robert G. Riffner  
Notary Public

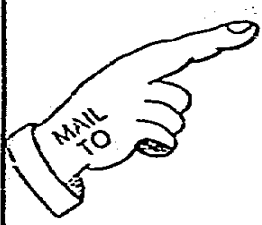
Commission Expires 9/29/92

OFFICIAL SEAL  
ROBERT G. RIFFNER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/29/92

91173470

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed

TO



Robert Riffner  
Riffner + Freeman  
1920 N. Thorpe Drive  
Suite 100  
Schaumburg IL 60173

GEORGE E. COLE®  
LEGAL FORMS