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THIS INDENTURE WITNESSETH, That Tom N. Actipes
and Nancy L. Actipes, his wife in joint tenancy

91241642

(hereinafter called the Grantor) of
2317 Glenview, Rd. Glenview, Il. 60025

for and in consideration of the sum of
Thirty Thousand Dollars and no cents Dollars

DEPT-01 RECORDING \$13.29
T#2222 TRAN 0662 05/21/91 14:43:00
#8533 # 8, * - 91 - 241642
COOK COUNTY RECORDER

in hand paid, CONVEY AND WARRANT to
NBD Glenbrook Bank

of 2801 Pfingsten Rd. Glenview, Il. 60025

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:

THE NORTH HALF OF THE WEST SEVENTY FIVE (75) FEET OF THE EASTEIGHTY FOUR (84) FEET LYING NORTH OF THE CENTER OF DEWES STREET, OF THAT PART WEST OF THE EAST FORTY SIX (46) ACRES OF LOT THIRTEEN (13) OF THE COUNTY CLERK'S DIVISION (LOT THIRTEEN (13) EQUALS THAT PART EAST OF THE CENTER LINE OF TELEGRAPH ROAD OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION THIRTY FOUR (34), TOWNSHIP FOURTY TWO (42) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF GLENVIEW IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 04-34-401-011
Address(es) of premises: 2317 Glenview Rd., Glenview, Il. 60025

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS: The Grantor is justly indebted to one principal promissory note bearing even date herewith, payable in 59 consecutive monthly payments of \$300.00 (principal & interest) beginning June 8, 1991 and continuing on the same day of each month thereafter until May 8, 1996 the maturity date, at which time the ballon payment of \$26,453.23 shall be due and payable, or as may be renewed and/or extended.

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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 or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that no part of 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 in indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear. Such 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 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 assessment, 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 10.0 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 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 paid 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 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 cost 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: Tom N. Actipes and Nancy L. Actipes

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 NBD Glenbrook Bank 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 S. and seal S. of the Grantor this 8th day of May, 19 91

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

Tom N. Actipes (SEAL)
Nancy L. Actipes (SEAL)

This instrument was prepared by R. Bergquist, 2801 Pfingsten Rd. Glenview, Il. 60025

NBD GLENBROOK BANK (ADDRESS)

MAIL TO

1329

RE TITLE SERVICES # R5-710

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook

SS.

I, Mary K. Schultz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tom Actipes and Nancy Actipes

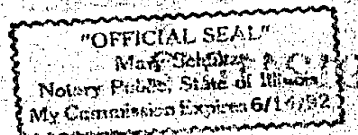
personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and official seal this 8th day of May, 1991.

(Impress Seal Here)

Mary Schultz
Notary Public

Commission Expires 6-14-92



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SECOND MORTGAGE
Trust Deed

TO

Mail-Recorded Document to:

NBD Glenbrook Bank
2801 Pfingsten Rd.
Glenview, IL 60025