

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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Call ACCOMMODATION

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THIS INDENTURE WITNESSETH, That MARVIN I. COLE AND DEBORAH S. COLE, HIS WIFE

(hereinafter called the Grantor), of 9379 CEDAR LANE, DES PLAINES IL 60016

for and in consideration of the sum of *TWENTY ONE THOUSAND NINE HUNDRED FOURTY DOLLARS. (\$21,940.00) Dollars

in hand paid, CONVEY AND WARRANT to FIRST OF AMERICA BANK GOLF MILL of 9101 GREENWOOD AVENUE NILES IL 60648

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: LOT 15 (EXCEPT THAT PART LYING SOUTH EASTERLY OF A LINE DRAWN FROM THE NORTH EAST CORNER OF SAID LOT TO A POINT ON THE EAST LINE OF CEDAR LANE, 15.08 FEET NORTH OF THE MOST SOUTHERLY CORNER OF SAID LOT) IN WEST OAKS SUBDIVISION UNIT NO 1, BEING A SUBDIVISION IN SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY, ILL.

Above Space For Recorder's Use Only

Permanent Real Estate Index Number (s) 09-15-218-105
Address(es) of premises: 9379 CEDAR LANE, DES PLAINES, IL 60016

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted to on principal promissory note bearing even date herewith, payable

TO THE ORDER OF FIRST OF AMERICA BANK GOLF MILL AT ITS OFFICE IN NILES, IL, THE PRINCIPAL SUM OF TWENTY ONE THOUSAND NINE HUNDRED FOURTY DOLLARS AND 00/100, (\$21,940.00) WITH INTEREST ON THE PRINCIPAL BALANCE AT THE RATE OF 9.50% PER ANNUM FROM MAY 30, 1991 UNTIL MATURITY, PAYABLE IN ONE SINGLE PAYMENT OF \$22,453.94 DUE IN FULL ON AUGUST 28, 1991.

13.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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, or rebuilding or restoring 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 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 so to insure, or pay 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 by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 9.50 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 18% DEFAULT RATE. The amount shall be recoverable by foreclosure thereof, or by suit at law, or both, the sum of 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 documents, 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 same 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 MARVIN I. COLE AND DEBORAH S. COLE, HIS WIFE IN JOINT TENANCY

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 FIRST OF AMERICA BANK GOLF MILL, 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 SKOKIE FEDERAL SAVINGS AND LOAN ASSOCIATION

Witness the hand and seal of the Grantor this 30th day of May, 1991

Please print or type name(s) below signature(s)
MARVIN I. COLE (SEAL)
DEBORAH S. COLE (SEAL)

This instrument was prepared by MANJU DOSHI FIRST OF AMERICA BANK GOLF MILL (NAME AND ADDRESS) 9101 GREENWOOD AVENUE NILES IL 60648

COOK COUNTY RECORDS

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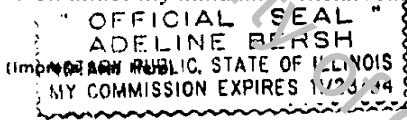
UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, ADELINE BERSH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARVIN I. COLE AND DEBORAH S. COLE

personally known to me to be the same person^s whose name^s they 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 30TH day of MAY, 1991.



Adeline Bersh
Notary Public

Commission Expires 11-23-94

91293548

Cook County Clerk's Office

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

Box 343

FOA Maguire Lawler
GEORGE E. COLE
LEGAL FORMS