

THIS IS A SECOND MORTGAGE

This Indenture, WITNESSETH, That the Grantor MITCHELL Z. SALK and JULIE SALK,  
his wife

of the \_\_\_\_\_ of Wheeling  
County of Cook and State of Illinois for and in

consideration of the sum of FORTY THOUSAND AND NO/100 DOLLARS,  
in hand paid, CONVEY and WARRANT to Ormel J. Prust, Trustee  
of the City of McHenry County of McHenry

and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance  
of the covenants and agreements herein, the following described real estate, with the improvements thereon including all heating,  
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, in the State of Illinois, to wit:

PARCEL 1: Lot 2, Unit Number 2, Building Number 25, all in Lakeside Village Unit  
Number 2 being a resubdivision of part of the Southwest Quarter of the Southeast  
Quarter of Section 9, Township 42 North, Range 11, East of the Third Principal  
Meridian, in Cook County, Illinois.

PARCEL 2: Easement for ingress and egress, appurtenant to and for the benefit of  
Parcel Number 1 as set forth in the Declaration dated December 9, 1971 and re-  
corded December 17, 1971 as Document 21751908, and as amended by instrument dated  
March 23, 1972 and recorded March 30, 1972 as Document 21851782, and as amended  
by instrument dated April 25, 1972 and recorded May 1, 1972 as Document 21884592,  
and as further amended by instrument dated May 8, 1972 and recorded May 15, 1972,  
as Document 21902197, and as created in the deed from Zala Construction Co., Inc.,  
to Leon Hirsch and Renee Hirsch, his wife dated February 5, 1976 and recorded  
February 5, 1976 as Document No. 23382740, in Cook County, Illinois. *JB*

Property Address: 708 Bayside Court, Wheeling, IL 60090

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 the performance of the covenants and agreements herein.

WHEREAS, The Grantor MITCHELL Z. SALK and JULIE SALK, his wife

justly indebted upon one principal promissory Note bearing even date herewith, payable to the order  
of Bearer in the principal sum of \$40,000.00 with interest thereon at the rate  
of 9.50% per annum floating at McHenry State Bank base rate at 2% over prime.  
Grantors herein agree to pay the principal sum of \$40,000.00 on DEMAND with  
interest paid semi-annually.

No transfer of or possession of the property herein described will be permitted  
without the approval of the Trustee and the holder of the note secured by this  
trust deed. Any such transfer will cause the note to become due and payable.

Principal and interest payable.

1992 JUN 11 AM 11: 59

92413871

239

at McHenry State Bank  
or such other place as the legal holder hereof may from time to time in a writing appoint.

THE GRANTOR covenant and agree as follows: [1] to pay said indebtedness, and the interest thereon, as herein  
and in said notes and coupons provided, or according to any agreement extending time of payment; [2] 60 days prior to the time  
the same become due under the law all taxes, general or special, and 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 at any time on said premises insured  
against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and  
deliver to the said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of  
said indebtedness; [6] to keep the said property tenantable and in good repair; and [7] not to suffer any mechanics or other lien  
to attach to said premises. In the event of failure so to insure, to pay taxes, general or special, or to keep the property in good  
repair, or to prevent mechanics' or other liens attaching to said premises, the grantee, or the holder of said indebtedness, may  
procure such insurance, or pay such taxes, general or special, or make such repairs as he may deem necessary to keep the said  
premises in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all moneys so paid  
the grantor agree to repay immediately without demand, and the same, with interest thereon from the date of payment  
at 9.50%\* per annum shall be so much additional indebtedness secured hereby.

The abstract of title of the within described property shall be left with the trustee until all said notes are paid, and in case of  
foreclosure said abstract shall become the property of the purchaser at said foreclosure sale.

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 9.50%\* per annum, shall be recoverable by foreclosure hereof, or by  
suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the fore-  
closure hereof--including reasonable solicitor's fees, outlays, for documentary evidence, stenogra-  
pher's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure  
decree--shall be paid by the grantor; that the like expenses and disbursements occasioned by any suit or proceeding wherein  
the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor;  
that 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 proceeding, which proceeding, whether decree of sale shall have been entered or  
not, shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit, including  
solicitors' fees, have been paid. The grantor waive all right to the possession of, and income from said premises, pending  
such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the

137/5832 1/82

52413871

KAL  
Contract

# UNOFFICIAL COPY

Doc. No. \_\_\_\_\_

## Trust Deed

From \_\_\_\_\_

To \_\_\_\_\_

BOX 333 - TH

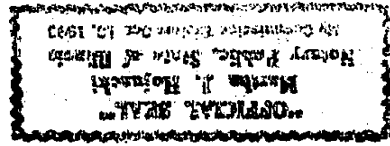
PREPARED BY: MARTHA J. HOJNACKI  
MCHENRY STATE BANK  
3510 WEST ELM STREET  
MCHENRY, ILLINOIS 60050

MCHENRY COUNTY, ILLINOIS  
RECORDER'S OFFICE  
WILLERT H. RUSSEL  
Recorder

17881525

Document No. \_\_\_\_\_ filed for record in Recorder's Office of McHenry County, Illinois  
at \_\_\_\_\_ A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

My Commission expires \_\_\_\_\_ 19\_\_\_\_



day of \_\_\_\_\_ June \_\_\_\_\_ 19\_\_\_\_  
Notary Public \_\_\_\_\_

personally known to me to be the same person as whose name is 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.

to the right of homestead.

STATE OF \_\_\_\_\_ Illinois \_\_\_\_\_ ss. \_\_\_\_\_ the undersigned

day of \_\_\_\_\_ June \_\_\_\_\_ 19\_\_\_\_  
WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of the grantor \_\_\_\_\_ this \_\_\_\_\_ 4th \_\_\_\_\_

IN THE EVENT of the death, inability, removal or absence from said \_\_\_\_\_ McHenry County of the grantor, or of his refusal or failure to act, then \_\_\_\_\_ KATH A. LEATHERS \_\_\_\_\_ of said County, is hereby appointed to be the 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 the trust. And when all the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

filling of any bill to foreclose this Trust Deed, a receiver shall upon motion of solicitor for complaint, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receiver's expenses, including repairs, insurance premiums, taxes, assessments, and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either manner so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale, to see to the application of the principal sum hereby secured or of the purchase money, or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanics' or other liens or titles, or the necessity for repairs in advancing money as herein before provided.