

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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DEPT-01 RECORDING \$23.50
T#8888 TRAN 3579 06/23/93 13:46:00
#7612 # --93-480311
COOK COUNTY RECORDER

THIS INDENTURE WITNESSETH That Glenn T. Garfinkel and Donna A. Garfinkel, his wife (Tenants By The Entirety) (hereinafter called the Grantor) of 918 Sutton Drive Northbrook IL (No and Street) (City) (State)

for and in consideration of the sum of seven thousand and 00/100 (\$7,000.00) Dollars in hand paid, CONVEY AND WARRANT to Firstar North Shore Bank of 1819 Lake Cook Rd. Northbrook IL (No and Street) (City) (State)

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 39 in Westview Unit Number 2 being a Subdivision in Section 7, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

*and any extensions, renewals or substitutions thereof.

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(s): 04-07-206-009
Address(es) of premises: 918 Sutton Drive, Northbrook, IL 60062

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 23 instalments of 314.99 and a final installment of 315.18, beginning July 9, 1993.

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COOK COUNTY SECOND MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter 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 said 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 Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Trustee 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 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 charge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and if money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ 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 _____ per cent per annum, shall be recoverable by foreclosure in law, 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 paid or incurred in behalf of plaintiff in connection with the foreclosure hereof --- including reasonable attorney's fees, outlays for documentary evidence, a surveyor'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 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 release hereof given, until all such expenses and disbursements, and the costs of such proceedings, 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: Glenn T. Garfinkel and Donna A. Garfinkel Cook County of the grantee, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from said County 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 general taxes for 1992 and subsequent years.

Witness the hand and seal of the Grantor this 9th day of June, 1993

Glenn T. Garfinkel (SEAL)
Donna A. Garfinkel (SEAL)

This instrument was prepared by Beverly Widgren for Firstar North Shore Bank, 1819 Lake Cook Rd. Northbrook, IL 60062

23.50
Mw

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Lake) ss.

I, _____ the undersigned _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Glenn T. Garfinkel and Donna A. Garfinkel

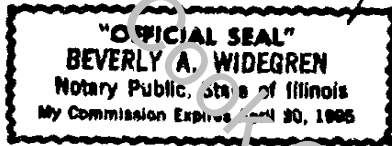
personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and official seal this 9th day of June, 19 93.

(Impress Seal Here)

Beverly A. Widgren
Notary Public

Commission Expires _____



93480311

Property of Cook County Clerk's Office

BOX No. _____

SECOND MORTGAGE
Trust Deed

Glenn T. Garfinkel
Donna A. Garfinkel

TO

Firststar North Shore Bank

MAIL TO: FIRSTSTAR NORTH SHORE BANK
1819 LAKE COOK ROAD
NORTHBROOK, IL 60062

ATTN: BEVERLY

GEORGE E. COLE
LEGAL FORMS