

UNOFFICIAL COPY

AFFIDAVIT

I, VIRGINIA SECKLER, Vice President of the Bank of Northfield, an Illinois banking corporation, 400 Central Avenue, Northfield, Illinois, 60091, being first duly sworn on oath do depose and state and follows:

1. I have been in possession of (i) a certain variable rate note made by Richard W. Cohen and Frances S. Cohen, his wife, dated April 29, 1985, payable to the order of the Bank of Northfield, in 24 successive monthly installments of \$472.34 as identified as note No. 3154453-1, and (ii) duplicate original Trust Deeds/Second Mortgage made by Richard W. Cohen and Frances S. Cohen, his wife, dated April 29, 1985, in favor of Bank of Northfield, securing payment of the aforesaid note and any renewals or extensions thereof.

2. The legal description of the property subject to the aforesaid trust deed is as follows:

Lot four (4) in Block four (4) in Uthe's Addition to Glencoe, being a Subdivision of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 7, Town 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois **

05-07-418-008-0000 ML

3. The aforesaid trust deed has not been registered as of this date with the Registrar of Titles of Cook County, Illinois, because it was mistakenly misfiled.

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4. Since the date of execution and delivery of the afore-said trust deed to Dank of Northfield, being April 29, 1985, there have been no changes in the terms or conditions of the note or trust deed.

5. The marital status of Richard W. Cohen and Frances S. Cohen has not changed since April 29, 1985, the date of execution of said note and trust deed.

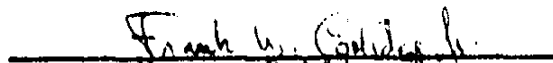
6. This affidavit has been made to induce the Registrar of Titles of Cook County to register the aforesaid trust deed.

Further affiant sayeth not.

DATED at Northfield, Illinois, this 11th day of November, 1985.


Virginia Seckler

Signed and sworn to before me
this 11th day of
November, 1985.


- Notary Public -

Bank of Northfield, in consideration of the registration of the aforementioned trust deed in reliance hereon, hereby indemnifies the Registrar of Titles, Cook County, Illinois, for all loss, costs, damages and expense it may now or hereafter incur as a result of such registration.

BANK OF NORTHFIELD

By: 
MS

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THIS INDENTURE, WITNESSETH, That Richard M. Cohen and wife Frances S. Cohen350 Madison, Glencoe, Illinois(hereinafter called the Grantor), of 350 Madison, Glencoe, Illinois

(No. and Street)

(City)

(State)

for and in consideration of the sum of twenty five thousand dollars and no/00

Dollars

in hand paid, CONVEY AND WARRANT to Bank of Northfieldof 400 Central Avenue, Northfield, Illinois 60093

(No. and Street)

(City)

(State)

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, 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

of Cook County of Illinois, to-wit:

Lot four (4) in Block four (4) in Utho's Addition to Glencoe, being a Subdivision of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 7, Town 42 North, Range 13, East of the Third Principal Meridian.

05-07-18-008

X 350 Madison
Glencoe, Illinois

Hereby releasing and waiving all right under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WITNESSES, The Grantor Richard M. Cohen and wife Frances S.justly indebted upon their principal promissory note bearing even date herewith, payable

to Bank of Northfield

24 payments of \$472.34, starting May 29, 1985 until paid in full and any advances, renewals or extensions.

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 rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) the 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 parties herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 the principal incumbrance, 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 prepay 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 eight 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 or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, upon notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, and be recoverable by foreclosure thereon, 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, of course, 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 and all proceeding wherein the grantee or any holder of any part or parts 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 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 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: Richard M. Cohen and wife Frances S.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

Bank of Northfield

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 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.

Witness the hand and seal of the Grantor, this

29th

day of

April

1985

Richard M. Cohen

(SEAL)

Frances S. Cohen

(SEAL)

3497824

- F D A -

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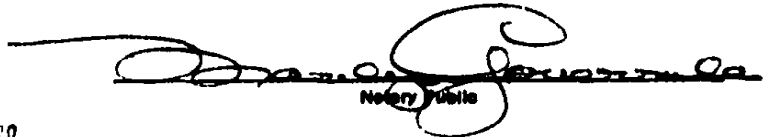
STATE OF Illinois } ss.
COUNTY OF Cook }

I, Marilyn Governile, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard M. Cohen and wife Frances S. Cohen
350 Madison Glencoe, Illinois

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 a 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 notarial seal this 29th day of April, 1985.

(Impress Seal Here)


Notary Public

Commission Expires My Commission Expires Feb 28, 1988

2/20/86 349782
NCS
REGISTER 349782

FEB 25 9 53 AM '86

REGISTRAR OF TITLES

Submitted by 349782
Address _____
Promised _____
Delivered 349782
Address _____
Date _____
Deed _____
Address _____
Notified _____

S. Harris

OLSON & HOFFMAN
500 STOKIE BLVD.
NORTHBROOK, IL 60062

BOX No.

SECOND MORTGAGE

Trust Deed

TO