

Third TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH that Al Manischewitz and Phyllis Manischewitz,

3610324

(hereinafter called the Grantor), of Box 3392, Walnut Creek, California 94578 (No. and Street) (City) (State)

for and in consideration of the sum of Ten & 00/100 (\$10.00) Dollars

in hand paid, CONVEY AND WARRANT to George Deschko of Homewood, Ill. (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

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

see legal description attached hereto and made a part hereof;

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: 32-05-227-00200007 Address(es) of premises 18544 Carpenter, Homewood, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted to a principal promissory note bearing even date herewith, payable in full on May 31, 1988. The principal amount of the said promissory note is \$45,000.00. The said note shall bear interest at the rate of 11% per annum. The principal amount of the note and all accrued interest shall be due on May 31, 1988.

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) 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 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 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 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 11 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 11 per cent per annum, 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 attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or comparing 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 any part 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 Al Manischewitz and Phyllis Manischewitz

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then

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 a first mortgage in favor of Citicorp Savings of Illinois, formerly known as First Federal Savings & Loan Association of Chicago, and a second mortgage in

Witness the hand and seal of the Grantor this 23rd day of April, 1987 favor of James Diamond and Lynn Diamond.

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

Al Manischewitz (SEAL) Phyllis Manischewitz (SEAL)

This instrument was prepared by Gary A. Weintraub, 614 W. Monroe St., Chicago, Ill. (NAME AND ADDRESS)

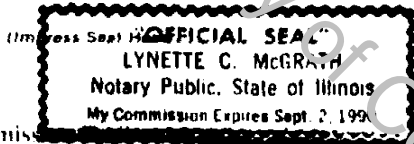
3610324

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, LYNETTE McGRATH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Al Manischewitz AND PHYLLIS MANISCHEWITZ HIS WIFE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 23rd day of April, 1987.



*Lynette McGrath*  
Notary Public

### Legal Description

18544 Carpenter, Homewood, Illinois

Lot One Hundred Sixteen (116) in Town & Country Subdivision, being a Resubdivision of certain heretofore vacated Lots, Blocks, Streets and portions thereof in Flossmoor Heights, J.C. McCartney's Subdivision, in the Northeast Quarter (1/4) of Section 5, Township 35 North, Range 14, East of the Third Principal Meridian, according to the Plat of said Town & Country Subdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 1, 1974, as Document Number 2776509.

3610324

1312998

BOX No  
SECOND MORTGAGE  
**Trust Deed**

3610324

3610324

AL MANISCHEWITZ  
Box 3392  
WALNUT CREEK CA.  
94598

GEORGE E. COLE  
LEGAL FORMS