

THIS IS A SECOND MORTGAGE (ILLINOIS) UNOFFICIAL COPY

3820089

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THIS INDENTURE WITNESSETH, That Judith H. Falasz-  
divorced and not since remarried,

(hereinafter called the Grantor), of  
1437 Burr Oak Dr., Glenview, Il. 60025  
(No. and Street) (City) (State)

for and in consideration of the sum of  
Five Thousand & 00/100 Dollars

in hand paid, CONVEY AND WARRANT to  
NBD Glenbrook Bank  
of 2801 Pfingsten Road, Glenview, Il. 60025  
(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:

Above Space For Recorder's Use Only

Attached

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): 04-26-203-071  
Address(es) of premises: 1437 Burr Oak Dr., Glenview, Il. 60025

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 at NBD Glenbrook Bank in full at maturity on 12/31/90 and any renewals or extensions thereof.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time or 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 first, 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 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 \_\_\_\_\_ 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 the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured on 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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of recording 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 grantor 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 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: Judith H. Falasz - divorced and not since remarried

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 NBD Glenbrook Bank 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 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 \_\_\_\_\_

Witness the hand and seal of the Grantor this 3rd day of August, 1989.

\_\_\_\_\_  
Judith H. Falasz (SEAL)

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

Judith H Falasz  
\_\_\_\_\_  
(SEAL)

This instrument was prepared by Blair K. Robinson 2801 Pfingsten Road, Glenview, Il. 60025  
(NAME AND ADDRESS)

NOTE IDENTIFIED

PROPERTY OF COOK COUNTY SECOND MORTGAGE

3820089

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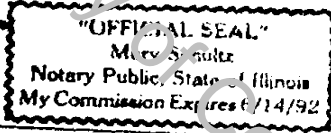
STATE OF Illinois  
COUNTY OF Cook ) ss.

I, Mary Schultz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judith H. Falasz divorced and not since remarried

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 she signed, sealed and delivered the said instrument as her 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 3rd day of August, 1989.

(Impress Seal Here)



Mary Schultz  
Notary Public

Commission Expires

LOT ONE----- (1)

In Austermaile Subdivision, being a Subdivision of the West 602.35 feet of the East 602.35 feet of that part of the North East Quarter (1/4) of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: to wit: Commencing at a point 557.50 feet West of a point on the East line of said North East Quarter (1/4) 1056.10 feet North of the South East corner of said North East Quarter (1/4) thence West 1447.0 feet more or less to the center of the North Branch Timber Road; thence Southerly along the center of said North Branch Timber Road 300.20 feet; thence East 1457.0 feet, thence North 300.0 feet to the place of beginning, (excepting therefrom the South 100.0 feet thereof measured at right angles to the South line thereof), according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 6, 1969, as Document Number 2479518.

3820089

T-3

1354 SECOND MORTGAGE Trust Deed

IN DUPLICATE 3820089

1989 AUG 25 PM 12:51  
REGISTRAR OF TITLES  
CAROL MORTLEY BRAUN

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Deliver cert. to \_\_\_\_\_  
Address \_\_\_\_\_  
Deliver duplicate Trust \_\_\_\_\_  
To \_\_\_\_\_  
Address \_\_\_\_\_  
3820089  
BRANDRONE

ATTORNEY AID  
127 N. DEARBORN  
CHICAGO, ILL. 60602