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3833922

THIS INDENTURE WITNESSETH, That Gary L. Toms and Jeanine Toms, His Wife (hereinafter called the Grantor), of 46 E. Fullerton, Northlake, IL 60164 (No. and Street) (City) (State) for and in consideration of the sum of Five Thousand and 00/100 Dollars in hand paid, CONVEY AND WARRANT to

Northlake Bank of 26 W. North Avenue, Northlake, IL (No. and Street) (City) (State)

Above Space For Recorder's Use Only

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 Twenty-Seven (27) in Block Four (4) in Midland Development Co.'s North Lake Village Unit No. 12, a Subdivision of the South One-Half (1/2) of the South One-Half (1/2) of the Southwest One-Quarter (1/4) of Section Twenty-Nine (29), Township Forty (40) North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered as Doc. No. 142885 in Cook County, Illinois. 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): 12-29-305-034
Address(es) of premises: 46 E. Fullerton, Northlake, IL 60164

INTRUST, 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 ***\$236.53 on the 9th day of November, A.D. 1989, and to that note, \$236.53 on the 9th day of each and every month thereafter for 23 months, and a final payment of \$236.53 on the 9th day of October, A.D. 1991

John
accm on

COOK COUNTY SECOND MORTGAGE

3833922

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 any 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 estate in 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, 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 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 to insure, or pay taxes or assessments, or the other 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 22.50% 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, if not all 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 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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of recording or completing abstract showing the whole title of said premises embracing foreclosing 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 suit, including attorney's fees, have been paid. The Grantor for the Grantor and for his heirs, executors, administrators and assigns of the Grantor waives all right of 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Gary L. Toms and Jeanine Toms, His Wife

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 N/A 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 trustee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to None

Witness the hand and seal of the Grantor this 10th day of October, 19 89

Please print or type name(s) below signature(s)
Gary L. Toms (SEAL)
Jeanine Toms (SEAL)

This instrument was prepared by Susan J. Keenan, Northlake Bank, 26 W. North Ave., Northlake, IL (NAME AND ADDRESS)

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary L. Toms and Jeanine Toms, his wife

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 16th day of October, 19 89.



Olga G. Rodriguez
Notary Public

Commission Expires 08/31/92

1989 OCT 20 AM 9:35
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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Sub 3833922

Address

Promisor

Deliver

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Adit

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Deed

Address

Notified

Northlake Bank
26 W. North Avenue
Northlake, IL 60164

1470177

AM NOTIFICATE

PC
Northlake Bank
26 W. North Avenue
Northlake, IL 60164
Box 43

BOX No.

SECOND MORTGAGE
Trust Deed

Gary L. Toms

TO

Northlake Bank
26 W. North Avenue
Northlake, IL 60164