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21 791 537 NO. 202
TRUST DEED SECOND MORTGAGE FORM (ILLINOIS) March, 1968 A-82

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That the Grantors,
Oliver C. Schmidt
of the Village of Northbrook, County of Cook and State of Illinois
for and in consideration of the sum of Thirty five thousand and no/100
Dollars in hand paid, CONVEY AND WARRANT to
Bank of Highland Park
of the City of Highland Park, County of Lake and State of Illinois
as trustee, 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 Village of Northbrook, County of Cook and State of Illinois, to-wit:

Description of the real estate conveyed and warranted by this Trust Deed is attached herewith and made a part hereof as Exhibit I.

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hereby releasing and waiving all rights 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.

WHEREAS, The Grantors are justly indebted upon his principal promissory note bearing even date herewith, payable

Six months from the date of contract

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as hereinafter provided in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 no lien or claim against 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 less clauses 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 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 grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereunder.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and accrued interest, shall, at the option of the legal holder thereof, upon notice, become immediately due and payable, and with interest thereon from time to time at such rate, at seven 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 been matured by express terms.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof including reasonable solicitor's fees, outlays 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 grantors; 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 grantors. 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors give all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

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 Oliver C. Schmidt 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO a first mortgage held by Percy Wilson & Company,
under Document No. 19 742 249, recorded in the Records Office of
Cook County, Illinois.

Witness the hands and seals of the grantors this 27th day of December, 19 71

Oliver C. Schmidt (SEAL)

(SEAL)

2055164

Property of Cook County IS A SECOND MORTGAGE

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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, MIRIAM KOGEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that OLIVER C. SCHMIDT

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

and notarial seal this 27th day of December, 19 71.



Miriam Kogen
Notary Public

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DOC. FILED FOR RECORD IN RECORDERS OFFICE LAKE COUNTY, ILLINOIS

JAN 7 - 72 - 10 15 AM

Frank J. Flustria
PLAT & INSTRUMENT RECORDER

George E. Cole
RECORDER OF DEEDS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JAN 31 '72 9 55 AM

21791537

SECOND MORTGAGE

Trust Deed

TO

MAIL TO:

BANK OF HIGHLAND PARK
1835 FIRST STREET
HIGHLAND PARK, ILLINOIS 60035

GEORGE E. COLE
LEGAL FORMS
BOX 533

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EXHIBIT I

ATTACHED TO AND MADE A PART OF
TRUST DEED DATED DECEMBER 27, 1971
FROM OLIVER C. SCHMIDT
TO
BANK OF HIGHLAND PARK,

The description of the real estate conveyed and warranted by this Trust Deed is as follows:

Parcel 1: That part of the South East quarter of the South West quarter of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: beginning at a point 50 feet due North of the South line of the South East quarter of the South West quarter of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, which is 66.06 feet West of the Westerly line of Skokie Highway and on the Westerly line of Edens Parkway; thence running North Westerly along the Westerly line of Edens Parkway, a distance of 195.10 feet to a point which is 69.73 feet West of the Westerly line of Skokie Highway, which is on the Westerly line of Edens Parkway; thence running due West, a distance of 314.49 feet, parallel to the South line of said South East quarter of the South West quarter of said Section 12; thence North Westerly at an angle of 146 degrees and 18 minutes, a distance of 305.08 feet to a point in the Easterly right of way line of the Public Service Company of Northern Illinois, 200 feet North Westerly from the intersection of said Easterly right of way line with the North line of the South 151.95 feet of the said South East quarter of the South West quarter of Section 12 as measured along the aforesaid Easterly right of way line; thence South Easterly along the Easterly right of way line of said Public Service Company, a distance of 324.95 feet; thence due East parallel with the South line of the said South East quarter of the South West quarter of Section 12 a distance of 482.57 feet to the point of beginning.

ALSO

Parcel 2: That part of the South East quarter of the South West quarter of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, described as commencing at the intersection of the South line of South East quarter of the South West quarter of Section 12, Township 42 North, Range 12, East of the Third Principal Meridian, with the West line of Edens Expressway; thence North Westerly along the Westerly right of way line of said Edens Expressway, 192.45 feet to a point, which point is 171.96 feet North of the said South line of South East quarter of the South West quarter of Section 12, measured at right angles to last described South line, and which point is the point of beginning; thence continuing North Westerly on said Westerly right of way line of Edens Expressway 110 feet to a point; thence South Westerly on a straight line, which line is at right angles to said Westerly right of way line of said Edens Expressway, 210 feet, more or less, to a point where said line intersects a line drawn parallel to and 171.96 feet North of the said South line of South East quarter of South West quarter of Section 12; thence Easterly along last described parallel line 233 feet, more or less, to the point of beginning, all in COOK COUNTY, ILLINOIS.

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END OF RECORDED DOCUMENT