

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202
March, 1968

21 894 318

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH. That the Grantors, SAMUEL G. RUTZKY AND MARY LOU RUTZKY,
HIS WIFE
of the Village of Palatine, County of Cook and State of Illinois
for and in consideration of the sum of _____
Dollars in hand paid, CONVEY AND WARRANT to William W. Heise, Jr.

of the Village of Palatine, County of Cook 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 profit of said premises, situated in the Village of Palatine, County of Cook and State of Illinois, to-wit:

Lot 1, Block 46 in Winston Park Northwest, Unit No. 3, being a Subdivision in Section 13, Township 42 North, Range 10 East of the 3rd Principal Meridian in Cook County, Illinois, according to Plat thereof recorded in the Recorder's Office of Cook County, Illinois, May 21, 1962 as Document No. 18480176.

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 one principal promissory note bearing even date herewith, payable

in 36 successive monthly installments commencing, the 18th day of June, 1972 and on the same date of each month thereafter, all of the last installment to be in the amount of \$75.40 each and said last installment to be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of three years, any extensions or renewals of said loan, and any additional advances up to a total amount of Two Thousand Seven Hundred Fourteen and 40/100ths Dollars***

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon as herein and 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 repair, replace, or otherwise maintain the same in good condition, (3) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee hereof, 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 of Mortgage and second to the trustee herein as their interests may appear, (4) to pay all other taxes, assessments, or charges against said premises, (5) to pay all interest on said indebtedness, and the interest thereon at the time or times when the same shall become due and payable.

IN THE EVENT of default or non-payment of any such taxes or assessments or discharge of purchase any lien or title affecting said premises or pay all prior encumbrances, and the interest thereon from time to time, and all moneys so paid, the grantors agree to repay, immediately, on demand, and the same with interest thereon from the date of payment of seven 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 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 then matured by express term.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure of said indebtedness, including reasonable solicitor's fees (outlays for documents, evidence, stenographic 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 proceedings, whether decree of sale shall have been entered or not, shall not be divested 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, waive 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 in 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 Elizabeth Bostrand 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

Witness the hands and seals of the grantors this Fourth day of May 19 72

Samuel G. Rutzky (SEAL)
Mary Lou Rutzky (SEAL)

21 894 318

UNOFFICIAL COPY

1972 02

STATE OF Illinois
COUNTY OF Cook } ss.

I, Marjorie Klep, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel G. Rutzky and Mary Lou Rutzky, 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.



by my hand and notarial seal this Fourth day of May, 19 72.

Marjorie Klep
Notary Public

200 2

21591515

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT