

UNOFFICIAL COPY

TRUST DEED **21 292 906**
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That DONALD J. MUHLBAUER AND JANICE MUHLBAUER, HIS WIFE
(hereinafter called the Grantor), of the Village of Posen County of Cook
and State of Illinois, for and in consideration of the sum of
***Two thousand eight hundred sixty-three and no/100 (\$2,863.00) Dollars
in hand paid, CONVEY AND WARRANT to H. D. Koenecke, Trustee
of the City of Harvey County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 Posen County of Cook and State of Illinois, to-wit:

Lot 5 (except the South 10 feet thereof) in Sunny
Acres, a resubdivision of lots 10 and 11 in Posen
Acres in Subdivision of the East 1/2 of Southwest
1/4 and the North 20 acres of the Southwest Fractional
1/4 of the Southeast fractional 1/4 of Section 12,
Township 36 North, Range 13, East of the Third Principal
Meridian, all lying North of the Indian Boundary Line,
in Cook County, Illinois.

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 Grantor DONALD J. MUHLBAUER AND JANICE MUHLBAUER, HIS WIFE
justly indebted upon THEIR principal promissory note bearing even date herewith, payable
at the rate of \$159.00 (One hundred fifty-nine) Dollars on the 15th day of each
month, commencing on the Fifteenth day of November, 1970 & a final payment of
\$160.00, payable in eighteen months.

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 the time of payment; (2) to pay taxes on 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, not 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, 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 incum-
brances, and the interest thereon, at the time or times when the same shall be due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or 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 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 terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-
closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer charges, cost of procuring or com-
pleting 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 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 deed that may be rendered in such foreclosure proceeding, which proceeding, whether de-
gree 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 with-
out 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.

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 Paul Kratochwill 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 Receiver
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.

Witness the hand and seal of the Grantor, this Fifteenth day of October, 19 70.

X Donald J. Muhlbauer (SEAL)

Janice J. Muhlbauer (SEAL)

Property of Cook County, Illinois
MORTGAGE

21 292 906

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, T. J. Utzig a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DONALD J. AND JANICE MUHLBAIER

personally known to me to be the same persons whose names 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 notarial seal this Fifteenth day of October, 19 70.



T. J. Utzig
Notary Public
T. J. UTZIG, NOTARY PUBLIC
Cook County, Ill.
MY COMMISSION EXPIRES JULY 21, 1977

1970 OCT 19 AM 10 13 SHREY P. OLSON

OCT-19-70 136 568 • 21292906 • A — Rec: 5.10

BOX No. _____
SECOND MORTGAGE
Trust Deed

MAIL TO

TO _____
H. D. Koencke

Mail to:
First State Bank of Harvey
15340 Dixie Highway
Harvey, Illinois 60426



21292906
SERIAL 17871
GEORGE E. COLE, JR. CLERK

END OF RECORDED DOCUMENT