

THIS INDENTURE, WITNESSETH, That Leonard L. Kurtz & Theona J. Kurtz, his wife

(hereinafter called the Grantor), of the City of Bartlett County of Cook
and State of Illinois, for and in consideration of the sum of
Five thousand one hundred ninety nine and 60/100 Dollars

in hand paid, CONVEY AND WARRANT to John W. Modaff
of the City of Elgin County of Kane 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 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 City of Bartlett County of Cook and State of Illinois, to-wit:

Beginning at a point in the East line of Hickory Avenue that is 8.3 feet North of The South West corner of Lot 9 as aforesaid thence Northerly along the East line of Hickory Avenue 56.1 feet to a point that is 14.6 feet North of the South West corner of Lot 10 as aforesaid thence Easterly 160.0 feet to a point in the East line of said Lot 10 that is 14.64 feet North of the South East corner of Lot 10 as aforesaid thence Southerly along East lines of Lots 9 and 10 aforesaid 56.25 feet to a point 8.32 ~~feet~~ feet North of the South East corner of Lot 9 as aforesaid thence Westerly 160.0 feet to the point of beginning 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 Leonard L. Kurtz & Theona J. Kurtz, his wife justly indebted upon 1974 principal promissory note bearing even date herewith, payable

to the First National Bank of Elgin, 6-8 South Grove Avenue, Elgin, Illinois in sixty successive instalments of \$86.66 each beginning May 1, 1974.

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 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 herefor; (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 secondly 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 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 thereon, or by suit at law, or both, the same as if all 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 attorney's fees and costs 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 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, that 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 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, on or 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.

IN THE EVENT of the death or removal from said Kane County of the grantee, or of his resignation, refusal or failure to act, Douglas C. Johnson 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.

Witness the hand and seal of the Grantor this 16th day of March, 19 74.

Leonard L. Kurtz (SEAL)
Theona J. Kurtz (SEAL)

22 666 503

UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1974 MAR 27 AM 9 10

HAR-27-74 777152 • 22666503 • A -- Rec

5.10

STATE OF Illinois

COUNTY OF Kane

ss.

I, Cheryl Baker, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leonard J. and Theona J. Kurtz

personally known to me to be the same person s 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 16th day of March, 19 74.

Commission Expires _____
Notary Seal

Cheryl Baker
Notary Public

5⁰⁰ MAIL

22666503

BOX No. _____
SECOND MORTGAGE
Trust Deed
*This instrument was prepared by
John Madoff
1-8 A Howe
to
Olga*



GEORGE E. COLE
LEGAL FORMS

RECORDING DOCUMENT