

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 697 666

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Edward Duncan & wife Evelyn

(hereinafter called the Grantor), of the Village of Morton Grove County of Cook
and State of Illinois, for and in consideration of the sum of
Seven thousand two hundred and 00/100 Dollars
in hand paid, CONVEY AND WARRANT to Robert Thomas & Associates
of the Village of Elk Grove 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 Morton Grove County of Cook and State of Illinois, to-wit:

Lot 62 in Morton Grove Garden Subdivision of Lot 4 in Dilg's
subdivision of the North 1/3 of the Southeast 1/4 and the South
303.6 feet of the North 660 feet of the Southwest 1/4 and the South 220
feet lying East of the center of the North Branch Road of the North
880 feet of the Southwest 1/4 and the 458.6 feet lying South and
adjoining the North 660 feet of the Southwest 1/4 and lying between
the center line of the North Branch Road and the Westline of old
Telegraph Road in Section 18, Township 41 North, Range 13, East of
the Third Principal Meridian 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 Edward Duncan & wife Evelyn
justly indebted upon their principal promissory note bearing even date herewith, payable

Sixty payments of \$120.00 starting April 20, 1974
and ending March 20, 1979.

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 receipt 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 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 approved by the holder of the first mortgage/indenture,
with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear,
which policies shall be left and remain with the said Mortgagees or Trustees 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 become due and payable.

IN THE EVENT of failure to so insure, or pay taxes or assessments, or the interest thereon when due, the
grantee or the holder of said indebtedness, may procure such insurance, 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 and costs for documentary evidence, stenographer's 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 suit 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 the heirs, executors, administrators, 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 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 Cook County of the grantee, or of his resignation,
refusal or failure to act, then Recorder of deeds 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 19th day of March, 1974.

Edward Duncan (SEAL)

Evelyn H. Duncan (SEAL)

UNOFFICIAL COPY

Robert E. Anderson

1974 APR 26 AM 11 55

RECORDED AT DEPT.
COOK COUNTY CLERK'S

APR-26-74 792532 • 22697666 • A — Rec

5.10

STATE OF Illinois

ss.

COUNTY OF Cook

I, Robert E. Anderson, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Edward Duncan & wife Evelyn

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

(Impress Seal Here)

Robert E. Anderson
Notary Public

Commission Expires 10-10-74

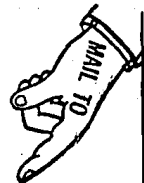
Prepared by: Robert E. Anderson
225 N. Arlington Heights Rd.
Elk Grove, Illinois 60007



22697666

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO
ROBERT THOMAS & ASSOCIATES
225 N. Arlington Heights Rd.
Elk Grove, Illinois 60007



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT