

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

22 333 449

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Robert E. Arp and Barbara J. Arp, his wife  
(hereinafter called the Grantor), of the \_\_\_\_\_ of \_\_\_\_\_ County of Cook  
and State of Illinois, for and in consideration of the sum of  
Ten thousand, three hundred eighty-six dollars and no/100 Dollars  
in hand paid, CONVEY AND WARRANTS to 1st Bank & Trust Company of Palatine  
of the \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_\_  
of \_\_\_\_\_ County of property is located in and State of Illinois, to-wit:

Lot 1575 in Elk Grove Village Section 11, being a Subdivision in  
the South half of Section 32, Township 41 North, Range 11, East  
of the 1st Principle Meridian, according to the Plat thereof  
recorded in the Office of the Recorder of Deeds on October 21,  
1965, as Document 196251181 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 is  
justly indebted upon One principal promissory note bearing even date herewith, payable

in 60 successive monthly installments commencing the 18th day of June, 1973,  
and on the same date of each month thereafter, all except the last of said  
installments to be in the amount of \$217.00 each and said last instalment  
to be the entire unpaid balance of said loan. It is intended that this in-  
strument shall also secure for a period of five years, any extensions or  
renewals of said loan up to a total amount of \$10,386.00.\*\*\*\*\*

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 principal 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 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 second, to the Trustee hereof as their interests 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 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 any 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 thereon, on 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'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 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 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, the William W. Heise, Jr. 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 is this 18th day of May, 1973

*[Handwritten signatures of Robert E. Arp and Barbara J. Arp]*  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

22 333 449

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Joyce E. Reeves, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Robert E. Arp and Barbara J. Arp, his wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 any interest.

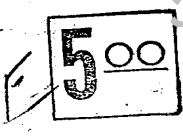
Witness my hand and notarial seal this 18th day of May, 1973.

Commission Expires 3-12-77



Joyce E. Reeves  
Notary Public  
Palatine, Illinois 60067

RECORDS OF DEEDS  
COOK COUNTY, ILLINOIS  
MAY 22 AM 9 09  
MAY-22-73 6 27 941 • 22333449 • A — Rec 5.00



22333449

12707

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
Robert E. Arp and  
Barbara J. Arp, his wife  
TO  
**1st BANK AND TRUST COMPANY**  
Palatine, Illinois



Record and Return to:  
**1st BANK AND TRUST COMPANY**  
Palatine, Illinois  
GEORGE E. COLE  
LEGAL FORM'S

END OF RECORDED DOCUMENT