

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

23 587 658

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That LEONARD D. DAVIS & PATRICIA R. GUTZNER DAVIS, his wife----  
(hereinafter called the Grantors of 172 Oakwood Des Plaines, Illinois 60016  
(No. and Street) (City) (State)

for and in consideration of the sum of Sixty-Five Hundred Sixty-Eight & 20/100 (\$6568.20)----- Dollars  
in hand paid, CONVEY AND WARRANT to Mount Prospect State Bank, a corporation of Illinois  
of 111 East Busse Avenue Mount Prospect, Illinois 60056 Trustee  
(No. and Street) (City) (State)  
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 Des Plaines County of Cook and State of Illinois, to-wit: Lot 84 (except the  
West 47 feet as measured on the North and South line thereof) in Westfield Gardens  
being a Subdivision of the North 1/2 of the North West fractional 1/4 of Section 19,  
Township 41 North, Range 12, East of the Third Principal Meridian according to the  
Plat thereof recorded 12-8-43 as Document #13190043 in Cook County, Illinois.-----

It is provided and agreed that the mortgagee or holder of said note may collect a  
"late charge" not to exceed five cents (5c) for each dollar (\$1) for each payment  
more than ten (10) days in arrears to cover the extra expense involved in handling  
delinquent payments.

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 LEONARD D. DAVIS & PATRICIA R. GUTZNER DAVIS, his wife-----  
justly indebted upon One Installment Note ~~XXXXXXXXXXXXXXXXXXXX~~ bearing even date herewith, payable  
to the Mount Prospect State Bank in the principal sum of Sixty-Five Hundred Sixty-  
Eight & 20/100 (\$6568.20) Dollars, the said principal and interest to be paid in  
monthly installments of One Hundred Nine & 47/100 (\$109.47) Dollars on the 10th day  
of September A. D., 1976 and One Hundred Nine & 47/100 (\$109.47) Dollars on the 10th  
day of each and every month thereafter until said note is paid and except that the  
final payment of principal and interest, if not paid sooner, shall become due on the  
10th day of August A. D., 1981, with interest after maturity until paid at the rate  
of 10.86 per centum per annum.

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 when due 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 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 eight 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 or 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 eight 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'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 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 dec-  
ree 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.

The name of a record owner is:

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 Chicago Title & Trust Company 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 Grantors this 29th day of July, 1976.  
The Installment Note mentioned in the within Leonard D. Davis (SEAL)  
Trust Deed has been identified herewith Patricia R. Gutzner Davis (SEAL)  
under Identification No. 1620  
Mount Prospect State Bank,  
a corporation of Illinois, Trustee  
BY: Peter D. Miller  
Trust Officer

This instrument was prepared by Mount Prospect State Bank, 111 E. Busse Ave., Mt. Prospect, Ill.  
(NAME AND ADDRESS) 60056

BY: C. Barry Rogers, Jr., Installment Loan Officer

23 587 658

UNOFFICIAL COPY

*Wanda M. Meessmann*

RECORDING UNIT  
COOK COUNTY, ILL.

1976 AUG 6 AM 10 17

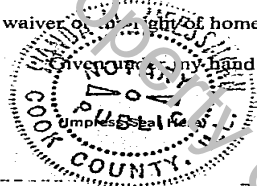
AUG-6-76 235472 + 23587658 - A - Rec 10.00

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Wanda M. Meessmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LEONARD D. DAVIS & PATRICIA R. GUTZNER DAVIS, his wife

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 any right of homestead.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 29th day of July, 19 76.



*Wanda M. Meessmann*  
Notary Public

Commission Expires 7-9-77

COOK COUNTY Clerk's Office



23587658

BOX No. 818

SECOND MORTGAGE  
Trust Deed

LEONARD D. DAVIS & PATRICIA R.

GUTZNER DAVIS, his wife-----  
TO

Mount Prospect State Bank, a

corporation of Illinois, Trustee

Property:

172 Oakwood  
Des Plaines, Illinois  
60016

GEORGE E. COLE®  
LEGAL FORMS

CT&I  
GBR

END OF RECORDED DOCUMENT