

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

23 714 521

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That JOHN C. BEERUP and CLAUDIA L. BEERUP,  
his wife,  
 (hereinafter called the Grantor), of the Village of Broadview County of Cook  
 and State of Illinois, for and in consideration of the sum of  
Ten (\$10.00) Dollars  
 in hand paid, CONVEY AND WARRANT to George Kapoun and Jane Kapoun  
 of the City of Hickory Hills 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 Broadview County of Cook and State of Illinois, to-wit:

The North 50 feet of the South 250 feet of Lot 63  
 (except streets) in Broadview, a Subdivision in  
 in Section 22, Township 39 North, Range 12, 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 s JOHN C. BEERUP and CLAUDIA L. BEERUP are  
 justly indebted upon a principal promissory note bearing even date herewith, payable  
 on or before the 1st day of May, 1986, with interest payable annually  
 at the rate of 5-1/2% 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, prior to 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 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 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 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.

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 Keneth S. Smith of said County is hereby appointed to 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 10 day of May, 1986.

John C. Beerup (SEAL)  
Claudia L. Beerup (SEAL)

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STATE OF ILLINOIS  
COUNTY OF COOK } ss.

I, KENNETH S. ORTH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN C. BEERUP and CLAUDIA L. BEERUP, 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 the right of homestead.



Given under the hand and notarial seal this 2nd day of August 19 76

Kenneth S. Orth  
Notary Public



23714521

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_



Prepared by:  
KENNETH S. ORTH  
2622 West 9th Place  
Normal, Illinois 60567

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT