

UNOFFICIAL COPY

CHARGE TO ORDER
TRUST DEED
SECOND MORTGAGE FORM (Illinois)

600798

23 762 687

THIS INDENTURE, WITNESSETH, That Martin J. Durkin, Jr. and Marciann Durkin,
married to each other
(hereinafter called the Grantor), of 1287 Berkshire, Elk Grove Village, IL. 60007
(No. and Street) (City) (State)

for and in consideration of the sum of Three Thousand Eight Hundred Forty Six & 24/100 Dollars
in hand paid, CONVEY AND WARRANT to Chicago Title & Trust Company
of 111 W. Washington Street, Chicago, Illinois
(No. and Street) (City) (State)

unto 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 Elk Grove County of Cook and State of Illinois, to-wit:

Lot No. 4385 in Elk Grove Village Section 14, being a subdivision in the
South half of Section 32, Township 41 North, Range 11, East of the Third
Principal Meridian, according to the plat thereof recorded in the Office
of the Recorder of Deeds on October 21, 1965 as document 19625181 in
Cook County, Illinois.

It is intended that this instrument shall also secure for a period of
10 years, any extensions or renewals of said loan up to a total amount
of Three Thousand Eight Hundred Forty Six and 24/100.

10⁰⁰

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 Martin J. Durkin, Jr. and Marciann Durkin, married to each other,
justly indebted upon installment principal promissory note bearing even date herewith, payable other.

to the order of the Bank of Elk Grove the principal sum of Three
Thousand Eight Hundred Forty Six and 24/100 Dollars in 36 installments
of One Hundred Six and 84/100 Dollars, beginning on January 10, 1977,
and on the 10th day of each month thereafter, to and including the
10th day of November 1979, with a final payment of the balance due on
December 10, 1979, with interest on the principal balance from time to
time unpaid at the rate of 12.82.

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 90 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 hereon, to be hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness,
with lost 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 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 so 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 one 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. It 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 de-
creed 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 Martin J. Durkin, Jr. and Marciann Durkin
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 Martin J. Durkin, 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 S this 11th day of December, 1976

Martin J. Durkin, Jr. (SEAL)
Marciann Durkin (SEAL)

This instrument was prepared by: Ruth P. Norman, Bank of Elk Grove,
100 E. Higgins Rd., Elk Grove Village, IL. 60007.

23 762 687

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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That _____
hereinafter called the Grantor), of _____ (No. and Street) _____ (City) _____ (State)
for and in consideration of the sum of _____ Dollars
in hand paid, CONVEY AND WARRANT to _____
of _____ (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 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 _____
of _____ County of _____ and State of Illinois, to-wit:

Hereby releasing and waiving all rights under and to the benefit 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 _____
justly indebted upon _____ principal promissory note, bearing even date herewith, payable

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 lost 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 Mortgagees or Trustees 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest hereon 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 the 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 foreclosure hereof—including reasonable attorney's fees, outlays 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, 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 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.

The name of a record owner _____
IN THE EVENT of the default removal from said _____ County of the grantee, or of his resignation,

refusal or failure to act, the _____ 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 _____ day of _____, 19____

(SEAL)

(SEAL)

23762587

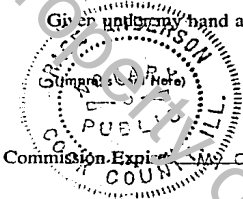
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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Grace Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Martin J. Durkin, Jr. and Marciann Durkin, married to each other

personally known to me to be the same person^s whose name^s 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 11th day of December, 1976



Grace Anderson
Notary Public

Commission Expires March 19, 1979

COOK COUNTY, ILLINOIS
FILED FOR RECORD
DEC 29 2 11 PM '76

606738
Identification No.
CHICAGO TITLE AND TRUST COMPANY, Trust
Assistant Secretary

RECORDER OF DEEDS
*23762887
Marilyn K. Peterson

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

FORM 15277 BANKFORMS, INC.

END OF RECORDED DOCUMENT