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TRUST DEED TO CEPT SECOND MORTGAGE FORM (Hincis) 23 762 687
THIS INDENTURE, WITNESSETH, That Martin J. Durkin, Jr. and Marciann Durkin, married to each other (hereinafter called the Crantor), of 1287 Berkenshire, 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 clare.
in hand paid, CONVEY. AND WARRANT to Chicago Title Trust Company of 111 W. Washington Street, Chicago, Illinois (State) (No. and Street) (City) (State) (And to I is 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 cytyfing appurement thereto, together with all rents, issues and profits of said premises, situated in the Village of 11k 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 Miridian, according to the plat thereof recorded in the Office of the Recorder of Deeds on October 21, 1965 as document 19625181 in Cook County, 111inois.
It is intended that this instrument shall also secure for a period of 10 years, any extinsions or renewals of said loan up to a total amount of Three Thousand Fight Hundred Forty Six and 24/100.
ereby releasing and waiving all rights under and by irtic of the homestead exemption laws of the State of Illinois. In Trust, nevertheless, for the purpose of securing personance of the covenants and agreements herein. Whereas, The Grantor Martin J. Durkir, Jr. and Marciann Durkin, married to each stly indebted upon installment principal promissory note hearing even date herewith payable of the content of the covenants and agreements herein.
to the order of the Bank of Elk Trove the principal sum of Three Thousand Eight Hundred Forty Six and 2//100 Dollars in 36 installments of One Hundred Six and 84/100 Dollar, 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 rayment 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 set on, as herein and in said note or esprovided, or according to any agreement extending time of payment; (2) to pay prior to the heart of June in each year, all taxes assessments against said premises, and on demand to exhibit receipts therefor; (3) within stay and a lestruction or damage to assessments against said premises on said premises that may have been destroyed or damage 1. (4' that waste to said premises in the payment of the committed or suffered; (5) to keep all buildings now or at any time on said premises insured in or anier to be selected by the tee herein, who is hereby authorized to place such insurance in companies acceptable. The payment is selected by the rost clause attached payable first, to the first Trustee or Mortgagee, and, seconds to the Trustee herein as their a terests may appear, the policies shall be left and remain with the said Mortgagees or Trustees until the hardestedness is fully paid; (6' iv) pay all prior incumines, 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 thereor with the tee or the holder of said indebtedness, may procure such insurance, or pay that taxes or assessments, or discharge or jurcha; any tax into agrees to repay immediately without demand, and the same with hereast thereon from time to time; and all m ney so paid, the name shall be companied and the same with hereast thereon from the date of payment at many or ent. IN THE EVENT of a breach of any of the aforesaid covenants of agreements the whole of said indebtedness, including principal and all the option of the legal holder thereor, windout notice, become immediately due and payable, and with the conformation of such breach of any of the aforesaid covenants of agreements the whole of said indebtedness, including principal and the option of the legal holder th
In THE EVENT of a breach of any of the aforesaid covenants of agreements the whole of said indebtedness, including principly and all the same wait matterest thereon from the date of payment at many of cent in the EVENT of a breach of any of the aforesaid covenants of agreements the whole of said indebtedness, including principly and all conformation of such breach at seven per cent per annum, charly be recoverable by foreclosure thereof, or by suit at law, or both the said and betterest, shall, at the option of the legal holder thereof, which is a suit 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 tower of the legal holder thereof, outlays for documentary evidence, stenographer's charges, cost of procuring or come garbarract showing the whole title of said prefuses embracing foreclosure decree—shall be paid by the Grantor; and the like sesses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any period said included in any degree that may be rendered in such foreclosure proceedings; which proceeding, whether deforms a such said through the control of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and so the Grantor, or to any hards claiming under the Grantor, appoint a receiver to take possession or charge of said premises. The name of a record owners. In THE EVENT of the december removal from said Cook County of the grantee, or of his resignation, of said County is hereby appointed to be corrected to be controlled to act, then
IN THE EVENT of the delivery removal from said COOK County of the grantee, or of his resignation, of said County is hereby appointed to be 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 reds of said County Ashbereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are fixed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.
Witness the hand.S. and seal.S of the Grantor.S. this 11th day of December 1976
Minimum (SEAL)
nis instrument was prepared by: Ruth P. Norman, Bank of Elk Grove, DO E. Higgins Rd., Elk Grove Village, IL. 60007.

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Martin J. Durkin, Jr. and Marciann, Durkin,
married to each other 1287 Berkenshire, Elk Grove Village, IL. 60007 2ionilli 90 3TATS
.az { Chicago Title <u>s Trust CompanyooO</u> во утииоО III Washington, Street, Chicago, Illinois
I,Grace Anderson, a Notary Public in and for said County, in the
State afo esaid, DO HEREBY CERTIFY that Martin J. Durkin, Jr. and Marciann Durkin,
cot No. 4385 in Filk Grove Village Section 14, being at guidigist (9) thinke
Primminal Mesidian socialists of the plat the soft should be sufficiently the social of the Recorder of Deeds on October 21, 1965 as document it is 12, 181 in
appeared before me this day in person and acknowledged that <u>they</u> signed, 2 seasof and deligated the saidon
Ithmiss a intermagnalish, atolish is softwick and the solution of the solutio
Given under my hand and no arial seal this <u>11th</u> day of <u>December</u> , 1976.
(Impress Seal Here)
제임반반대 J. Durkin, Jr. e Marciann Durkin, married to each
installment assignment to the order of the Bank of Elk Grove the principal sum of Three
Thousand Eight Hundred Forty Six and 21/100 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 unereafter, 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 92.
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To
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ND MORTGA		ember	Dec 19		11th	2	s	г	ORMS, IRC.
SECONI	lk Gr	of E	Bank •	rman, 60007	Ruth P. N llage, IL.	epared by: k Grove Vi	was pr Rd., El	strument Higgins	100 E. 100 E. 100 E.

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TRUST DEED SECOND MORTGAGE FORM (Illinois)	
THIS INDENTURE, WITNESSETH, That	
(hereinafter called the Grantor), of	(City) (State)
	Dollars
of (No. and Street) a. 4 to his successors in trust hereinafter named, for the purpose of lowing described real estate, with the improvements thereon, including	(City) (State) securing performance of the covenants and agreements herein, the folgal heating, air-conditioning, gas and plumbing apparatus and fixtures, and profits of said premises, situated in the
OF OF	
Hereby releasing and waiving all rights under and virtue of the half Trust, nevertheless, for the purpose of securing performance WHEREAS, The Grantor	omestead exemption laws of the State of Illinois. of the covenants and agreements herein.
	principal promissory note bearing even date herewith, payable
THE GRANTOR covenants and agrees as follows: (1) To pay sa	aid indebtedness, and the m' 1 thereon, as herein and in said note or
of paymed assessments against said premises, and on demand to exhibit rock of assessments against said premises, and on demand to exhibit rock build or restore all buildings or improvements on said premises that all not be committed or suffered; (5) to keep all buildings now or at untee herein, who is hereby authorized to place such insurance in co the lost clause attached payable first, to the first Trustee or Mortgagich policies shall be left and remain with the said Mortgages or Trustees, and the interest thereon, at the time or times when the same shall IN THE EVENT of failure so to insure, or pay taxes or assessmentee or the holder of said indebtedness, may procure such insurance	id indebtedness, and the many of thereon, as herein and in said note or nent; (2) to pay prior to the rest tay of June in each year, all taxes tipis therefor; (3) within they any after destruction or damage to may have been destroyed or damage in (4) that waste to said premises the any time on said framises insure in companies to be selected by the impanies acceptable of the holder of the inder on the mortgage indebtedness, sets and, second, to the Trustee herein at the interests may appear, issues until the indebtedness is fully pad; (5) to pay all prior incumbecome due analysayable. The prior incumbrances or the interest hereo when due, the contract thereon from time to time; and if many operation are the fifth uterest thereon from the date of payment at sow per cent are more than the whole of said indebtedness, including rune, all and all differences thereon emmediately due and payable, and in the receiver the perfection of the said indebtedness, including rune, all and all differences thereon immediately due and payable, and in the receiver the perfection of the said indebtedness, including rune, all and all after the perfect of the payable, and in the receiver thereof, or by suit at law, or both, the
or title affecting said premises or pay all prior incumbrances and untor agrees to repay immediately without demand, and the same annum shall be so much additional indebtedness secured hereby. IN THE EVENT of a breach of any of the aforesaid covenants of	the native become impediately due and natable and it is the property of the pr
ned interest, shall, at the option of the legal holder thereof, with recon from time of such breach at seven per cent per annum, challed to as if all of said indebtedness had then matured by express terms. IT IS AGREED by the Grantor that all expenses and thourseme	be recoverable by foreclosure thereof, or by suit at law, o both, the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of plaintiff in connection with the suit of the nts paid or incurred in behalf of the nts paid or incurred in the nts paid or incurred
ned interest, shall, at the option of the legal holder thereof, with a recon from time of such breach at seven per cent per annual chapter as if all of said indebtedness had then matured by express terms. It Is AGREED by the Grantor that all expenses and abourseme sure hereof-including reasonable attorney's fees, outlys for documents and disbursements, occasioned by any suit or proceeding when henses and disbursements, occasioned by any suit or proceeding when henses are all such experiments of the suit o	ents paid or incurred in behalf of plantill in connection with the 101- mentary evidence, stenographer's charges, cost of procuring of com- g foreclosure decree—shall be paid by the Grantor; and the like erein the grantee or any holder of any part of said indebtedness, as ness and disbursements shall be an additional lien upon said premises, ered in such foreclosure proceedings; which proceeding, whether de- release hereof given, until all such expenses and disbursements, and or for the Grantor and for the heirs, executors, administrators and one from, said premises pending such foreclosure proceedings, and
ned interest, shall, at the option of the legal holder thereof, with recon from time of such breach at seven per cent per annual chalves as if all of said indebtedness had then matured by express terms. IT IS AGREED by the Grantor that all expenses and Dourseme sure hereof-including reasonable attorney's fees, outlays for documents of the seven that the said premises embracing entered the said premises embracing entered and disbursements, occasioned by any suit of proceeding whences and disbursements, occasioned by any suit of proceeding whences and disbursements, occasioned by any suit of proceeding whences and disbursements, occasioned by any suit of proceeding whences and disbursements, occasioned by any suit of proceeding whences of sale shall have been entered or not, shall not be dismissed, nor costs of suit, including attorney's fees have been paid. The Grant cast that upon the filling of any companion to foreclose this Trust Demotice to the Grantor, or to any party claiming under the Grantor apower to collect the rents, issues and profits of the said premises. The name of a record owner that is the said premises in TRHE EVENT of the death or removal from said. IN THE EVENT of the death or removal from said.	ents paid or incurred in behalf of plantill in connection with the 101- mentary evidence, stenographer's charges, cost of procuring of com- g foreclosure decree—shall be paid by the Grantor; and the like erein the grantee or any holder of any part of said indebtedness, as ness and disbursements shall be an additional lien upon said premises, ered in such foreclosure proceedings; which proceeding, whether de- release hereof given, until all such expenses and disbursements, and or for the Grantor and for the heirs, executors, administrators and one from, said premises pending such foreclosure proceedings, and
sure hereof—including reasonable attorney's fees, outlays for documenting abstract showing the whole title of said premises embracin, enses and disbursements, occasioned by any suit of proceeding who, may be a party, shall also be paid by the Gaintor. All such expet I be taxed as costs and included in any deprecipate may be rended of sale shall have been entered or not, shall not be dismissed, nor costs of suit, including attorney's fees have been paid. The Grant costs of suit, including attorney's fees have possession of, and inceeds that upon the filing of any compaint to foreclose this Trust Deen notice to the Grantor, or to any party claiming under the Grantor power to collect the rents, issues the profits of the said premises. The name of a record owney of the said premises. In the EVENT of the display removal from said.	ents paid or incurred in behalf of planntil in connection with it > 01- mentary evidence, stenographer's charges, cost of procuring of con- g foreclosure decree—shall be paid by the Grantor; and the like erein the grantee or any holder of any part of said indebtedness, as ness and disbursements shall be an additional lien upon said premises, ered in such foreclosure proceedings; which proceeding, whether de- release hereof given, until all such expenses and disbursements, and or for the Grantor and for the heirs, executors, administrators and one from, said premises pending such foreclosure proceedings, and du, the court in which such complaint is filed, may at once and with- or, appoint a receiver to take possession or charge of said premises County of the grantee, or of his resignation, of said County is hereby appointed to be all or refuse to act, the person who shall then be the acting Recorder this trust. And when all the aforesaid covenants and agreements are the party entitled, on receiving his reasonable charges.
sure hereof—including reasonable attorney's fees, outlays for documenting abstract showing the whole title of said preintess for documents and disbursements, occasioned by any suit of proceeding who, may be a party, shall also be paid by the Gaintor. All such expet I be taxed as costs and included in any decree that may be rended of sale shall have been entered or not, shall not be dismissed, nor costs of suit, including attorney's fees have been paid. The Grant costs of suit, including attorney's fees have been paid. The Grant state of the Grantor waives all right to the possession of, and increase that upon the filing of any companion to foreclose this Trust Decree to the Grantor, or to any party claiming under the Grantor power to collect the rents, issues to profits of the said premises. The name of a record owner to any party claiming under the Grantor power to collect the rents, issues profits of the said premises. In THE EVENT of the display removal from said said or failure to act, the successor in this trust and if for any like cause said first successor in our party of the said premises to owned, the grante of his successor in this trust and if for any like cause said first successor in omned, the grante of his successor in trust, shall release said premises to	ents paid or incurred in behalf of planntil in connection with it > 01- mentary evidence, stenographer's charges, cost of procuring of con- g foreclosure decree—shall be paid by the Grantor; and the like erein the grantee or any holder of any part of said indebtedness, as ness and disbursements shall be an additional lien upon said premises, ered in such foreclosure proceedings; which proceeding, whether de- release hereof given, until all such expenses and disbursements, and or for the Grantor and for the heirs, executors, administrators and one from, said premises pending such foreclosure proceedings, and du, the court in which such complaint is filed, may at once and with- or, appoint a receiver to take possession or charge of said premises County of the grantee, or of his resignation, of said County is hereby appointed to be all or refuse to act, the person who shall then be the acting Recorder this trust. And when all the aforesaid covenants and agreements are the party entitled, on receiving his reasonable charges.

__UNOFFICIAL COPY

STATE OF Illinois	$ \left. \left\{ \right. \right.$ ss.
COUNTY OF COOK	_ }
I, Grace Anderson	, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that _1	Martin J. Durkin, Jr. and Marciann Durkin,
married to each other	,
personally known to me to be the same person_	whose names are subscribed to the foregoing instrument,
appeared before me this day in person and ac	cknowledged that <u>they</u> signed, sealed and delivered the said
in rument astheir_ free and voluntary act,	for the uses and purposes therein set forth, including the release and
waiter of the right of homestead.	
Given understand hand and notarial seal this _	11th day of <u>December</u> , 1976.
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Commission Expi	Acrel 19, 1979
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	FORM 15277 BANKFORMS, INC.
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END OF RECORDED DOCUMEN