

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

23 828 597

FORM No. 2202
September, 1975

#21565-7

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That RUSSELL/KOEPPL AND SHIRLEY/KOEPPL, his wife

(hereinafter called the Grantor), of 2106 W. GEORGE ROLLING MEADOWS, IL 60008
(No. and Street) (City) (State)

for and in consideration of the sum of FIFTEEN THOUSAND SEVEN HUNDRED AND NO/100 Dollars

in hand paid, CONVEY AND WARRANT to JACK A. CLARK, JR.
of 25 EAST CAMPBELL STREET ARLINGTON HEIGHTS, IL
(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 VILLAGE of ROLLING MEADOWS County of COOK and State of Illinois, to-wit:

LOT 133 IN ROLLING MEADOWS, UNIT NO. 1 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 25 AND PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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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 RUSSELL KOEPL AND SHIRLEY KOEPL, his wife justly indebted upon THEIR ONE principal promissory note bearing even date herewith, payable

IN MONTHLY INSTALLMENTS AND BEARING INTEREST IN THE MANNER AND AT THE RATE STATED IN SAID NOTE COMMENCING APRIL 1, 1977

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 on 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; (6) 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 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 discharge 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 foreclosure hereof—including reasonable attorney's fees, suits 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 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 of 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 is: RUSSELL KOEPL AND SHIRLEY KOEPL, his wife
IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, ARTHUR R. CRAMER 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 22ND day of FEBRUARY, 19 77

Russell W Koeppl (SEAL)
SHIRLEY A Koeppl (SEAL)
A.

This instrument was prepared by ARTHUR R. CRAMER, ASST. V. P. ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION (NAME AND ADDRESS) 25 EAST CAMPBELL STREET ARLINGTON HEIGHTS, IL 60005

FEB 23 65-19-350 Z

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UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RUSSELL/AND SHIRLEY/KOEPPL, his wife

person 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 conveyance of the right of S on behalf of S.



Witnessed by my hand and notarial seal this 22 day of FEB, 1977
(Impress Seal Here)

Raymond Koeppl
Notary Public

Commission Expires 4-26-78

COOK COUNTY, ILLINOIS
FILED FOR RECORD
FEB 23 12 39 PM '77

George E. Cole
CLERK OF DEEDS
*23828597

BOX No.	SECOND MORTGAGE Trust Deed	TO	ARLINGTON HEIGHTS—FEDERAL SAVINGS and LOAN ASSOCIATION 25 EAST CAMPBELL STREET ARLINGTON HEIGHTS, ILLINOIS	GEORGE E. COLE® LEGAL FORMS
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END OF RECORDED DOCUMENT