

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

23 881 795

GEORGE E. COLE\*  
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That Robert M. Eback and Melody V. Eback, his wife  
(hereinafter called the Grantor), of Unit 114, 640 Murray Lane Des Plaines Illinois  
(No. and Street) (City) (State)  
for and in consideration of the sum of Twenty Four Thousand Seven Hundred Fifty and no/100 Dollars  
in hand paid, CONVEY AND WARRANT to The Des Plaines Bank  
of 222 Carlton Street Des Plaines Illinois  
(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 City  
of Des Plaines County of Cook and State of Illinois, to-wit:

See Attached Legal:

## LEGAL DESCRIPTION:

PARCEL 1:  
UNIT NO. 114 IN BUILDING NO. 640 AS DELINEATED ON SURVEY OF THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE SOUTH 3/4 ACRES THEREOF) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH WEST CORNER OF THE NORTH WEST 1/4 OF SAID SECTION 24; THENCE EASTWARD ALONG THE NORTH LINE OF SAID SECTION 24; NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 575.58 FEET TO A POINT BEING 757.12 FEET WEST OF THE NORTH EAST CORNER OF THE SAID WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 24; THENCE SOUTH 1 DEGREE 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 653.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 906.59 FEET TO A POINT ON THE NORTH LINE OF THE SAID SOUTH 3/4 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 24; THENCE WESTWARD ALONG THE SAID NORTH LINE, SOUTH 89 DEGREES 01 MINUTES 09 SECONDS WEST, A DISTANCE OF 291.55 FEET TO A POINT BEING 284.23 FEET EAST OF THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 24, THENCE NORTH 1 DEGREE 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 567.60 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.02 FEET; THENCE NORTH 1 DEGREE 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 191.42 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 1 DEGREE 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 150.30 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 340.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 76846 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21980599; TOGETHER WITH AN UNDIVIDED .55 PER CENT INTEREST IN THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE SOUTH 3/4 ACRES THEREOF) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS HERETOFORE DESCRIBED (EXCEPTING FROM THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4, ALL THE LAND, PROPERTY AND SPACE AS UNITS 101 TO 116, BOTH INCLUSIVE 118, 201 TO 216, BOTH INCLUSIVE, 218, 301 TO 316 BOTH INCLUSIVE, 401 TO 416, BOTH INCLUSIVE IN BUILDING NO. 640, AND UNITS 101 TO 118 BOTH INCLUSIVE, 201 TO 218 BOTH INCLUSIVE, 301 TO 318 BOTH INCLUSIVE, 401 TO 418 BOTH INCLUSIVE IN BUILDING NO. 650, AS SAID UNITS ARE DELINEATED IN SAID SURVEY) IN COOK COUNTY, ILLINOIS.

ALSO:

PARCEL 2:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PURPOSES OF PASSAGE, INGRESS AND EGRESS OVER THAT PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE SOUTH 3/4 ACRES THEREOF) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTH WEST CORNER OF THE NORTH WEST 1/4 OF SAID SECTION 24; THENCE SOUTHWARD ALONG THE WEST LINE OF SAID SECTION 24, SOUTH 1 DEGREE 28 MINUTES 48 SECONDS EAST, A DISTANCE OF 903.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 184.96 FEET; THENCE SOUTH 1 DEGREE 25 MINUTES 01 SECOND EAST, A DISTANCE OF 38.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 184.92 FEET TO THE POINT ON THE WEST LINE OF SAID SECTION 24; THENCE NORTHWARD ALONG THE SAID WEST LINE OF SECTION 24, NORTH 1 DEGREE 28 MINUTE, 48 SECONDS WEST, A DISTANCE OF 38.01 FEET TO THE POINT OF BEGINNING, (EXCEPTING THAT PART THEREOF HERETOFORE DEDICATED FOR PUBLIC ROADWAYS) IN COOK COUNTY, ILLINOIS AS CREATED BY MORTGAGE FROM CENTRAL NATIONAL BANK IN CHICAGO, NATIONAL BANKING ASSOCIATION, TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1972 AND KNOWN AS TRUST NO. 19058 TO CENTRAL NATIONAL BANK DATED JULY 14, 1972 AND RECORDED JULY 19, 1972 AS DOCUMENT 22952010 AND CREATED BY DEED FROM CENTRAL NATIONAL BANK TRUST NO. 19058 TO ROBERT M. EBACK DATED JUNE 9, 1973 AND RECORDED OCTOBER 9, 1973 AS DOCUMENT 22505988

Property of Clerk's Office

23 631 735

# UNOFFICIAL COPY

Property of Cook County Mortgage

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 Robert M. Eback and Melody V. Eback, his wife

justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of The Des Plaines Bank in the total amount of \$31,747.20 (including interest) payable in 48 consecutive monthly instalments of \$661.40 commencing on May 15, 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 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, with loss 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 thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, 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 foreclosure hereof—including reasonable attorney's fees, of days 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 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: Robert M. Eback and Melody V. Eback, 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, then The Des Plaines Bank 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 hands and seals of the Grantor, S this 25th day of March, 19 77.

Robert M. Eback (SEAL)  
Melody V. Eback (SEAL)

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STATE OF Illinois  
COUNTY OF Cook } ss.

I, Frank C. Smith III, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert M. Eback and Melody V. Eback, his wife

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 25th day of March, 19 77



*[Signature]*  
Notary Public

12<sup>00</sup> MAIL

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



GEORGE E. COLE  
LEGAL FORMS  
23881795