

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2292
JULY, 1973

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, that Warren W. Osborn and Barbara A. Osborn

hereinafter called the Grantor(s), of 1600 Estes Des Plaines Illinois
(City and Street) (City) (State)

for and in consideration of the sum of Twenty Five Thousand and no/100 Dollars

in hand paid CASH AND WARRANT to The Des Plaines Bank
of 1223 Ogden Street Des Plaines Illinois
(City and Street) (City) (State)

and to his successors in this hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, and 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:

Lot 2 in Kuehn's subdivision of the South 150.0 feet of the North 470.0 feet of the North East 1/4 of the North East 1/4 of Section 32, Township 41 North, Range 17 East of the Third Principal Meridian, lying Easterly of the Easterly line of Railroad Avenue, being a line 60.0 feet Easterly and parallel with the Easterly line of the right of way of the Minneapolis, St. Paul and Sault Ste. Marie Railroad, in Cook County, Illinois

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IS IT FIRST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Witness The Grantor(s)

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

to the order of The Des Plaines Bank in the amount of \$25,000.00

payable in 60 consecutive monthly installments of \$515.00 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 45 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 if the 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 kept and remain with the said Mortgagee or Trustee and the indebtedness is fully paid; (6) to pay all prior mortgages and the interest thereon, at the time or times when the same shall become due and payable.

IS THE FIRST of failure so to insure, or pay taxes or assessments, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or pay all prior mortgages 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.

IS THE FIRST 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, outlays for documentary evidence, stenographer's charges, cost of procuring and compiling 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 second owner is Warren W. Osborn and Barbara A. Osborn

IS THE FIRST of the death by 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 hand and seal of the Grantor this 12th day of April, 1977

Warren W. Osborn (SEAL)
Barbara A. Osborn (SEAL)

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STATE OF Illinois

COUNTY OF Cook

APR 11 1977
K 26 11 36291

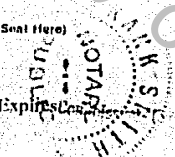
I, Frank J. Smith III, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter W. Osborn and Barbara A. Osborn

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 any estate.

Given under my hand and notarial seal this 12th day of April, 19 77.

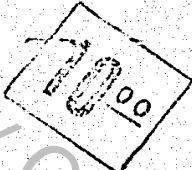
(Impress Seal Here)

Commission Expires



Frank J. Smith III
Notary Public

Property of Cook County Clerk's Office



THIS INSTRUMENT WAS PREPARED BY

Richard B. Gould, Attorney
1223 Oakton Street
Des Plaines, Illinois 60018

BOOK No.
SECOND MORTGAGE
Trust Deed

TO

TO

THE DES PLAINES BANK
1223 OAKTON ST.
DES PLAINES, ILL. 60018

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT