

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

23 080 855

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Harold W. Mergenthaler and wife Marth P., Jointly

(hereinafter called the Grantor), of 212 E. Palatine Road Palatine Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Seven thousand seven hundred twenty-five and 00/100 Dollars
in hand paid, CONVEY AND WARRANT to First Bank and Trust Company
of 35 N. Brockway Palatine 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 fol-
lowing described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures,
and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village
of Palatine County of Cook and State of Illinois, to-wit:

That part of the West $\frac{1}{2}$ Acres of the South 10 Acres of the East $\frac{1}{2}$ of the south-
west of Section 11, Township 42 North, Range 10 East of the third principle
meridian described as follows; Beginning at a point 138 feet East of the southwest corner
of the southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 11, and running thence North
165 feet, thence East 60 feet, thence south 165 Feet, thence west 60 feet to the
place of Beginning in Cook County, Illinois.*****

THIS INSTRUMENT WAS PREPARED BY:

B. Hat
FIRST BANK AND TRUST COMPANY
35 NORTH BROCKWAY STREET
PALATINE, ILLINOIS 60067

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

In 60 successive monthly instalments commencing the 9th day of June, 1975,
and on the same date of each month thereafter, all except the last of said
instalments to be in the amount of \$128.75 each, and said last instalment to
be the entire unpaid balance of said sum. It is extended that this instrument
shall also secure for a period of five years, any extensions or renewals of
said loan up to a total amount of \$7725.00.*****

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 1st 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 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 secondly to the Trustee herein as their interests may appear,
which policies shall be left and remain with the said Mortgagee 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 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 fore-
closure hereof—including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of procuring a re-
closing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and all such
expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, or
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 deed that may be rendered in such foreclosure proceedings; which proceeding, whether de-
crees of sale shall have been entered or not, shall not be dismissed, nor release heretofore 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 of this: Harold W. Mergenthaler and wife Marth P. Jointly
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
refusal or failure to act, James A. Drysdale 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 9th day of May, 19 75

X Harold W. Mergenthaler (SEAL)
X Marth P. Mergenthaler (SEAL)

23 080 855

UNOFFICIAL COPY

Liberty Fitzgerald

RECORD OF DEEDS
COOK COUNTY ILL.


MAY 14 AM 10 15

MAY-14-75 996268 • 23080855 • A — Rec 5.00

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Libbeth L. Fitzgerald, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harold W. Mergenthaler and wife Martha P., jointly

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.

(ann) and notarial seal this 9th day of May, 1975

Libbeth L. Fitzgerald
Notary Public
4-12-74

5.00

23080855

BOX No. _____
SECOND MORTGAGE
Trust Deed

Harold W. Mergenthaler and wife

Martha P., jointly
TO

First Bank and Trust Company

Palatine, IL 60067



Please record and return to:

First Bank and Trust Company
35 N. Broadway
Palatine, Illinois 60067

GEORGE E. COLE
LEGAL FORMS

RECORD OF DEEDS