

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No 2202
JULY, 1973

23 085 135

GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT WITNESSETH that Thomas F. Landgraf & Jean A. husband & wife
Jointly

hereinafter called the Grantor) of 1 North Fairtree Schaumburg Illinois
(No and Street) (City) (State)

for and in consideration of the sum of FIFTEEN THOUSAND FOUR HUNDRED NINETY AND 80/100 Dollars
in hand paid CONVEY AND WARRANT to Robert Thomas & Associates
of 225 N. Arlington Hts. Rd. Elk Grove 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 everything appurtenant thereto together with all rents issues and profits of said premises, situated in the Village
of Schaumburg County of COOK and State of Illinois, to-wit

Lot 791 (except the North 3 feet thereof) in Strathmore, Schaumburg
Unit #9, being a subdivision of part of North East 1/4 of Section 20,
Township 41 North, Range 10, East of the Third Principal Meridian in
Cook County, Illinois.

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 Thomas F. Landgraf & Jean A. husband & wife Jointly
justly indebted upon their principal promissory note bearing even date herewith, payable

Sixty payments of \$258.18 starting June 10, 1975 and ending
May 10, 1980.

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 submit receipts therefor. (3) Without delay 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
grantor 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,
which policies shall be left and remain with the said Mortgagee or Trustee 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 the prior incumbrances or the interest thereon when due, the
grantee or the holder of said indebtedness, may procure such insurance, 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 by 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, outlays for documentary evidence, stenographer's charges, cost of procuring or com-
pleting 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 de-
cree 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 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 or 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 grantor 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 16th day of May 1975

Thomas F. Landgraf (SFAI)
Jean A. Landgraf (SFAI)

23 085 135

17135
1712 993641 2077:1354 A

51

STATE OF Illinois
COUNTY OF Cook

I, MICHELINE LUCACCIONI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas K. Landgraf & Jean A. husband & wife Jointly

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 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 16th day of May 19 75

(Impress Seal Here)

Micheline Lucaccioni
Notary Public

Commission Expires 10-10-78

Prepared by: Robert E. Anderson
225 N. Arlington Sts. Rd.
Elk Grove, Ill. 60007



BOX No

SECOND MORTGAGE

Trust Deed

MAIL TO

TO

ROBERT THOMAS & ASSOCIATES

225 N. Arlington Sts. Rd.

Elk Grove, Ill. 60007

GEORGE E. COLE
LEGAL FORMS

23 55195
9916 82