

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

GEORGE E. COLE  
LEGAL FORMS

23 088 009

THIS INDENTURE, WITNESSETH, that Randall K. Petersen and Jacqueline Petersen,  
his wife

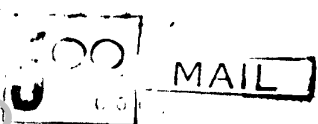
hereinafter called the Grantor(s), of the Village of Franklin Park County of Cook  
and State of Illinois for and in consideration of the sum of

TEN THOUSAND FIVE HUNDRED FIFTY FOUR DOLLARS AND 00/100 Dollars

in hand paid, CONVEY AND WARRANT to THE NORTHLAKE BANK  
of the City of Northlake County of Cook and State of Illinois

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 improvement 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 Franklin Park County of Cook and State of Illinois, to wit:

Lot twenty six (26) (except the West 70 feet of the South 10 feet thereof) and all of Lot twenty seven (27) in Block thirty five (35) in Third Addition to Franklin Park, a Subdivision of the South West quarter of Section 21, Township 40 North, Range 12, East of the Third Principal Meridian



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 Randall K. Petersen and Jacqueline Petersen, his wife  
justly indebted upon Their principal promissory note bearing even date herewith, payable

- \$175.90 on the 1st day of July, A.D. 1975.
- \$175.90 on the 1st day of each and every month thereafter for 58 months; and a final payment of
- \$175.90 on the 1st day of June, A.D. 1980.

THE GRANTOR covenants and agrees to follow: (1) To pay said indebtedness and the interest thereon as herein and hereinafter 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 receipt therefor; (3) Within sixty days after destruction or damage to rebuild or restore all building or improvement on said premises that may have been destroyed or damaged; (4) That it waives to said premises shall not be committed or suffered; (5) To keep all building, 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 in any one or more companies acceptable to the holder of the first mortgage indebtedness with loss clause attached payable to the first Trustee or Mortgagee and named in the Trustee herein as their first trusts 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 premium, branches, 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 of the prior incumbrances or the interest thereon when by the grantor 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 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 hereon.

IN THE EVENT of a breach of any of the aforesaid covenants and 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 and disbursements 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 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.

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 CHICAGO TITLE INSURANCE COMPANY 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 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 Sixteenth day of May 19 75

*Randall K. Petersen*  
*Jacqueline Petersen*

"THIS INSTRUMENT WAS PREPARED BY"

BEVERLY KUMAN THE NORTHLAKE BANK  
26 W. North Avenue  
Northlake, Illinois

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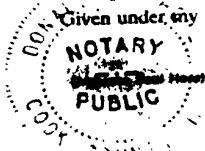
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STATE OF ILLINOIS  
COUNTY OF COOK

I, DONALD L. THODE, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that RANDALL K. PETERSEN and JACQUELINE PETERSEN, his wife

personally known to me to be the same persons 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 Sixteenth day of May 1975  
Notary Public  
Commission Expires September 17, 1977



BOX No

SECOND MORTGAGE  
Trust Deed

RANDALL K. PETERSEN and

JACQUELINE PETERSEN, his wife  
TO

THE NORTHLAKE BANK  
26 W. North Avenue  
Northlake, Illinois 60164



MAIL TO

GEORGE E. COLE  
LEGAL FORMS

