

UNOFFICIAL COPY

FIRST DEED SECOND MORTGAGE FORM (Illinois)

FORM No 3202 JANUARY, 1968

23.280 411

GEORGE E. COLE LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, that Millard Kahne and Joan Kahne, his wife

hereafter called the Grantor(s) of the Village of Elk Grove County of Cook Illinois for and in consideration of the sum of six thousand one hundred ninety-five and 00/100 (\$6195.00) Dollars in hand paid to the GRANTEE AND WARRANT to John H. Thode of the Village of Homewood County of Cook and State of Illinois and to his heirs, assigns 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 County of Cook and State of Illinois, to-wit:

Lot 20 in block 1 in Elk Grove Village Section 19, being a subdivision in Section 36 Township 41 North, Range 10, East of the Third Principal Meridian, (excepting therefrom that portion lying east of the West line of Rohlfing Road, per Document #11049335 dated April 3, 1932), in Cook County, Illinois according to plat thereof, recorded in the Recorder's Office of Cook County, Illinois on August 6, 1973 as document #22426695.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. In Witness Whereof, the Grantor(s) Millard Kahne and Joan Kahne, his wife, hath indebted upon their principal promissory note, bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois the sum of six thousand one hundred ninety-five and 00/100 (\$6195.00) Dollars, in 36 consecutive monthly installments as follows: \$174.10 on the 5th of December, 1975 and a like sum on the 5th of each and every month thereafter until this note is fully paid.

The GRANTEE 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 property taxes on said premises, 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 no title 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 of Mortgagee, and second to the Trustee herein as the trustee on any appeal, which policies shall be left and remain with the said Mortgagee 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, 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 the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent 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 percent 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 contract.

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, charges for documentary evidence, stenographer's charges, cost of procuring or 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 rights 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 First 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, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Richard J. Brennan of said County is hereby appointed to be the acting Recorder of Deeds of said County, 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 hereby releases and discharges the grantee, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 25th day of October 1975

This document was prepared by: Mary Ellen Kay, Evergreen Plaza Bank, Evergreen Park, Illinois (SEAL)

Handwritten signature and seal of the grantor(s).

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Edward J. Bourgeois
Notary Public

107-475 69742 • 2328411 - A - Rec 5.00

STATE OF Illinois
COUNTY OF Cook

I, Edward J. Bourgeois, Jr., a Notary Public in and for said County, in the presence of said DO HEREBY CERTIFY that Willard Kahne, and Joan Kahne, 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 25th day of October, 19 75
Edward J. Bourgeois, Jr.
Notary Public
Commission Expires 12/31/78

SECOND MORTGAGE
Trust Deed

2328411
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT