

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

23 381 830

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That James A. Burkhardt and Marie T. Burkhardt, his wife

(hereinafter called the Grantor), of 1580 Lincoln Avenue Des Plaines Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten Thousand and no/100 Dollars  
in hand paid, CONVEY AND WARRANT to The Des Plaines Bank  
of 1223 Oakton Street Des Plaines 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 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 City of Des Plaines County of Cook and State of Illinois, to-wit:

Lot 7 (except the West 90 feet thereof) in Block 8 in Arthur T. McIntosh and Company's Addition to Des Plaines Heights, being a Subdivision of that part East of Railroad of the South Half of the South East Quarter of Section 20, Township 41 North, Range 12, East of the Third Principal Meridian, and of that part West of Des Plaines Road of the South Half of the South West Quarter (except 4 acres in the North East corner thereof) of Section 21, Township 41 North, Range 12, 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 James A. Burkhardt and Marie T. Burkhardt, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

Note dated January 22, 1976 for \$12,151.80 (includes interest)  
payable in 36 consecutive monthly installments of \$337.55 commencing  
on March 10, 1976

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 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 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 Mortgagee, and the same shall become due and payable; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) 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 pay 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, in 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 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.

The name of a record owner is: James A. Burkhardt and Marie T. Burkhardt, his wife

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 The Des Plaines Bank of said County is hereby appointed to be the 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 22nd day of January, 19 76.

James A. Burkhardt (SEAL)  
Marie T. Burkhardt (SEAL)

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RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS

1976 FEB 5 AM 9 31

FEB--5-76 136821 • 23381830 • A Rec 10.00

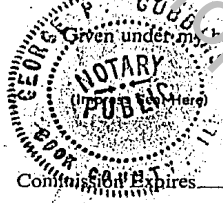
STATE OF ILLINOIS  
COUNTY OF COOK

ss.

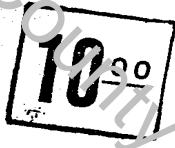
I, George P. Gubbins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES A. BURKHARDT AND MARIE BURKHARDT, his wife

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 22 day of January, 1976.



George P. Gubbins  
Notary Public



23381830

THIS INSTRUMENT WAS PREPARED BY  
Kenneth F. Koutsky, Attorney  
1223 Oakton Street  
Des Plaines, Illinois 6008

BOX No.  
SECOND MORTGAGE  
**Trust Deed**  
TO



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

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT