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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

24436056

GEORGE E. COLE*
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That JACK R. FISCHER and KARON FISCHER, his wife

(hereinafter called the Grantor), of 1322 Fargo Des Plaines, Illinois (City) (State)

for and in consideration of the sum of Six Thousand One Hundred Twenty and no/100 * * Dollars
in hand paid, CONVEY AND WARRANT to THE DES PLAINES BANK
of 1223 Oakton Street, Des Plaines, Illinois (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:

PARCEL 1

That part of Lot 9 in Terrsal Park Subdivision, being a part of the East half of the North West quarter of the South East quarter of Section 29, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

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Beginning at a point on the South line of said Lot, 204.11 feet East of the West line of said Lot, thence North westerly along a line forming an angle of 80 degrees 30 minutes 15 seconds from

West to NorthWest with the South line of said lot a distance of 149.24 feet; thence South Westerly along a line forming an angle of 75 degrees 01 minutes 33 seconds from South East to South West with the last described line, a distance of 18.63 feet, thence South Easterly 134.03 feet to a point on the South line of said lot, 133.30 feet East of the South West corner of said lot, thence East along the South line of said Lot 22.81 feet to the place of beginning,

ALSO

PARCEL 2

The East 8.0 feet of the West 254.81 feet (both measured at right angles to the West line) of the South 35.0 feet of the North 215.0 feet (both measured at right angles to the North line) of Lot 9 in Terrsal Park Subdivision, being a part of the East half of the North West quarter of the South East quarter of Section 29, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

ALSO

PARCEL 3

Easements for ingress and egress for the benefit of Parcel 1 as shown on the plat of Terrsal Park Subdivision dated January 27, 1959 and recorded March 19, 1959 as document 17484736 and plat of correction thereto dated April 24, 1959 and recorded April 23, 1959 as document 17523382 and Plat of Correction thereto dated June 10, 1959 and recorded June 25, 1959 as document 17579357 and as set forth in the Declaration of Easements and Exhibit "1" thereto attached made by the Exchange National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated December 8, 1958 and known as Trust No. 9229 dated and recorded June 25, 1959 as document 17579958; and as created by the Deed from the Exchange National Bank of Chicago, a National Banking Association, Trustee under Trust Agreement dated December 8, 1958 and known as Trust No. 9229 to Marie De Matteis and others dated and recorded July 22, 1960 as document 17915904 and re-recorded August 16, 1960 as document 17938254, in Cook County, Illinois.

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Clerk's Office

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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 Jack R. Fischer and Karon Fischer, his wife justly indebted upon The Des Plaines Bank principal promissory note bearing even date herewith, payable on July 1, 1978 in a single payment of \$6,120.00.

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 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, or that waste to said premises shall not be committed or suffered; (4) 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, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (5) 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 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 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 in equity, 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: _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 2nd day of May, 1978.

Jack R. Fischer (SEAL)
Karon Fischer (SEAL)

Property of Cook County MORTGAGE

20136056

State of

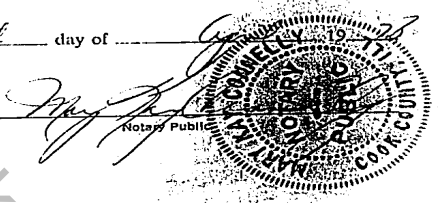
STATE OF Ill.)
COUNTY OF Cook) ss.

I, Mary Kay Connolly, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John R. Fischer and Karen Fischer

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.

Given under my hand and notarial seal this 5th day of May

(Impress Seal Here)



Commission Expires COMMISSION EXPIRES MAY 2, 1981

1978 MAY 8 8 AM 11 18
RECORDS & DEEDS
COOK COUNTY ILLINOIS

MAY-8-78 59281

24436056 - REC

11.00

11.00

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

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

24436056
GEORGE E. COLE
LEGAL FORMS