

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24451135

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That CHARLES P. BRANICK AND KATHLEEN M. BRANICK, his wife

(hereinafter called the Grantors), of 1508 Willow Road, Schaumburg, Illinois 60172
(No. and Street) (City) (\$12,417.60) (State)

for and in consideration of the sum of Twelve Thousand Four Hundred Seventeen & 60/100 Dollars
in hand paid to CONVEY AND WARRANT to Mount Prospect State Bank, a corporation of Illinois
of 111 East Russe Avenue, Mount Prospect, Illinois 60056 Trustee
(No. and Street) (City) (State)

and to his successors a 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 Village
of Schaumburg County of Cook and State of Illinois, to-wit: Lot 47 in Unit No. 2 of Lexington Fields, being a Subdivision of part of Sections 13 and 24, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat recorded April 18, 1950 as Document 16,880,813 in Cook County, Illinois.

It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5¢) for each dollar (\$1) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments.

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 Grantors CHARLES P. BRANICK AND KATHLEEN M. BRANICK, his wife justly indebted upon One Installment Note bearing even date herewith, payable

to the Mount Prospect State Bank in the principal sum of Twelve Thousand Four Hundred Seventeen & 60/100 (\$12,417.60) Dollars, the said principal and interest to be paid in monthly installments of Two Hundred Fifty-Eight & 70/100 (\$258.70) Dollars on the 15th day of June A. D., 1978 and Two Hundred Fifty-Eight & 70/100 (\$258.70) Dollars on the 15th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 15th day of May A. D., 1982, with interest after maturity until paid at the rate of 10.97 per centum per annum.

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 when due 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 on 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 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; (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 pay any 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 eight 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 or 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 eight 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, costs 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 keeper is:

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 and Trust 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seals of the Grantors this 4th day of May, 19 78.
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 2111
Charles P. Branick (SEAL)
Kathleen M. Branick (SEAL)
Mount Prospect State Bank,
a corporation of Illinois, Trust Officer

BY: Ronald T. Larson, Trust Officer
This instrument was prepared by Mount Prospect State Bank, 111 E. Russe Ave., Mt. Prospect, Ill. 60056
(NAME AND ADDRESS)
BY: Ronald T. Larson, Vice President

UNOFFICIAL COPY

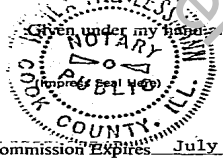
RECORDED 1978 MAY 17 PM 12 34
COOK COUNTY

STATE OF Illinois
COUNTY OF Cook } SS. MAY-17-78 65895 24451135 A -- REC 10.00

I, Wanda M. Meessmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES P. BRANICK & KATHLEEN M. BRANICK, his wife

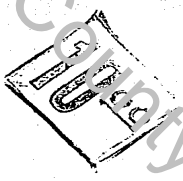
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Given under my hand and notarial seal this 4th day of May, 1978.



Wanda M. Meessmann
Notary Public

Commission Expires July 9, 1981



24451135

CT&T
RTL

BOX No. 818

SECOND MORTGAGE
Trust Deed

CHARLES P. BRANICK AND KATHLEEN

M. BRANICK, his wife-----
TO

Mourt Prospect State Bank, a

corporation of Illinois, Trustee
Property.

1508 Willow Road
Schaumburg, Illinois
60172

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT