

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

24473403

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Donald M. Kass & Christine Kass, his wife

(hereinafter called the Grantor), of 374 N. 5th Avenue Des Plaines Illinois  
(City and Street) (City) (State)

for and in consideration of the sum of Fourteen Thousand Eight Hundred Ninety Nine & 92/100 Dollars  
in hand paid, CONVEY AND WARRANT to The Des Plaines Bank  
of 1223 Oakton Street Des Plaines Illinois  
(City 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 appertaining 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 23 in Des Plaines Unit No. 1 a Subdivision in part of Lot 2 in Conrad Moehlings Subdivision in the West half of fractional Section 8 and the East half of fractional Section 7, 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 TEST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Donald M. Kass & Christine Kass, his wife

is justly indebted upon a certain principal promissory note, bearing even date herewith, payable

in 84 consecutive monthly instalments of \$177.38 commencing 6/20/78.

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 as may be selected by the holder of the first mortgage indebtedness, which policies shall be left and remain with the said Mortgagee or Trustee until the said 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 a breach of any of the aforesaid covenants or agreements, or the non-payment of any taxes or assessments, or the non-payment of any tax lien or title affecting said premises, or any prior incumbrances and the interest thereon when due, the grantor or the holder of said indebtedness, shall be liable to pay all 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 when due, 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 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, costs for documentary evidence, stenographer's charge & 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 proceedings, whether decree of sale shall have been entered or not, shall not be deemed, 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 Trust Deed, the court in which such complaint is filed, may as of course 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 of this Trust Deed Donald M. Kass & Christine Kass, 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, The Des Plaines Bank 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 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 19 day of MAY 1978

Donald M. Kass (SEAL)  
Christine Kass (SEAL)  
Christine Kass

Property of Cook County Mortgage

24473403

# UNOFFICIAL COPY

EXHIBITS

1978 JUN 2 AM 11 05

STATE OF Illinois  
COUNTY OF Cook

REGISTRAR OF DEEDS  
COOK COUNTY ILLINOIS

RECORDED *George P. Gubbins*

JUN-2 -78 71689 24473403 A-REC 10

I, George P. Gubbins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald M. Kass and Christine Kass, his wife

personally known to me to be the same person whose name 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 interest.

and notarial seal this 1<sup>st</sup> day of June, 19 78



George P. Gubbins  
Notary Public

Commission Expires 10-5-81

EXHIBITS



This instrument was prepared by  
Edward B. Gould, Attorney At Law  
180 W. Northwood Hwy., Mt. Prospect, IL 60055

24473403

BOOK 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