

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 JULY, 1975

24514955

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE, WITNESSETH, That: Michael J. Burdi and Antoinette Burdi, his wife

(hereinafter called the Grantor) of 140 Pleasant Lane, Des Plaines, Illinois

for and in consideration of the sum of Seven Thousand Five Hundred and no/100 Dollars

in hand paid, CONVEY AND WARRANT to The Des Plaines Bank, Illinois

of 1223 Oakton Street, Des Plaines, Illinois 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, State of Illinois, to-wit:

LOT THIRTY-FIVE (35)

In O'Hare Park, being a Subdivision of part of the South Half (1/2) of the South West Quarter (1/4) of Section 24, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Deeds of Cook County, Illinois, on July 19, 1963, as Document Number 2045764.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Michael J. Burdi and Antoinette Burdi, his wife justly indebted upon a certain principal promissory note, bearing even date herewith, payable

in 84 successive monthly installments of \$129.93 for a total note, including interest, of \$10,914.12 at an annual percentage rate of 11.4%

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein set 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 thirty 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 in indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondarily to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until said indebtedness is fully paid; (6) to pay all prior liens, branches, 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 discharge or purchase any tax lien or title affecting said premises, or pay all prior indebtednesses and all interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately, without demand, and the same 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 and agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, upon 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 by both, the same as if all of said indebtedness had then matured to payment.

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, or fees 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 grantor 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, shall 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 suit or proceeding 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 Michael J. Burdi & Antoinette Burdi, his wife

IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, or 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, or receiving his reasonable charges.

Witness the hand and seal of the Grantor this 14 day of December, 1976

Michael J. Burdi (SEAL)

Antoinette Burdi (SEAL)

24514955

