

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

24517857

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That KEITH STEWART AND SANDRA K. STEWART, his wife

(hereinafter called the Grantor), of the City of Des Plaines County of Cook and State of Illinois, for and in consideration of the sum of Seven Thousand Nine Hundred Seventy Six and 20/100 \* \* \* \* \* (\$7,976.20) in hand paid, CONVEY AND WARRANT to The Des Plaines Bank of the City of Des Plaines County of Cook and State of 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 and State of Illinois, to-wit:

Lot 16 in Zemon's Capitol Hill Subdivision Unit No. 1, being a Subdivision of Part of the North West 1/4 of the South East 1/4 together with a part of the South West 1/4 of the North East 1/4 of Section 24, Township 41 North, Range 11 East of the Third Principal Meridian, In Cook County, Illinois.\*\*

Hereby releasing and waiving all in his name 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 Keith Stewart and Sandra K. Stewart, his wife

justly indebted upon The Des Plaines Bank principal promissory note bearing even date herewith, payable in 60 monthly installments of \$132.94 each.

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 payments (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 agreed to by the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, secondly, to the grantee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness herein 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 to so 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 the 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 to such additional indebtedness incurred hereunder.

IN THE EVENT of a breach of any of the aforesaid covenants by the grantor 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, which shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by any such breach.

It is ACKNOWLEDGED 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, for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises or for a title insurance policy, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any other proceeding whatever against 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 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 and promises of, and reserves from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any such suit to foreclose this Trust Deed, the court in which such proceeding is filed, may at once 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.

IN THE EVENT of the death, removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, the County of Cook 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 grantor or his successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand, good seal, of the Grantor's self 8th day of June 19 78

Keith Stewart (SEAL)  
Sandra K. Stewart (SEAL)

NOTE: This deed is not valid unless recorded in Cook County, Illinois.

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# UNOFFICIAL COPY

JUL 27 1973  
COOK COUNTY CLERK'S OFFICE

REGISTERED *Notary Public*

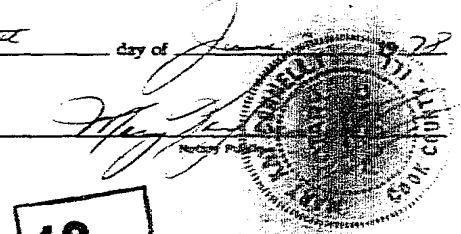
STATE OF Illinois  
COUNTY OF Cook JUL 27 1973 24517857 1-100 10.00

I, May Kay Connolly, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Keith Stewart and Gordon K Stewart personally known to me to be the same persons whose name is 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 29<sup>th</sup> day of June 1973

(Repeat Seal Here)



Commission Expires October 31st 1974

10.00

Property of Cook County Clerk's Office

24517857

BOX No.

SECOND MORTGAGE  
**Trust Deed**

TO



THE **WELLS FARGO** BANK  
140 N. LA SALLE ST.  
CHICAGO, ILL. 60610  
DES 1117

GEORGE E. COLE  
LEGAL FORMS