

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM NO. 2-62
JANUARY, 1968

GEORGE E. COLE
LEGAL FORMS

24580281

THIS INDENTURE, WITNESSETH, That Don R. Kessel and Evelyn H. Kessel, his wife

(hereinafter called the Grantor), of the city of Glenview County of Cook and State of Illinois, for and in consideration of the sum of Six thousand six hundred sixty-nine and 20/100 Dollars 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 Glenview County of Cook and State of Illinois, to-wit:

Part of original Lot 3 in division of N.E. 1/4 of Fractional Section 12-T.4in.-R.12E. of the 3rd P.M. in Cook County, Illinois, described as follows: Commencing at a point in the South line of said Fractional N.E. 1/4 2270.40 Ft. West of the S.E. corner thereof; thence Northerly along a line, which produced intersects the North line of said Fractional Section at a point 2282.94 Ft. West of the N.E. Corner thereof, a distance of 412.50 ft. thence easterly along a line parallel to the South line of said Fractional N.E. 1/4 195 ft. to the point of beginning of the tract of land herein described - continuing thence Easterly along a line parallel with said South line 100.0 ft., thence Southerly 412.50 ft. to a point on said South line 1975.40 Ft. West of the S.E. corner of said Fractional N.E. 1/4 then West along said South line 90.0 ft., thence North parallel with the East line of the tract of land herein described 155.0 Ft., thence West parallel with said South line 10 ft., thence North parallel with said East line 257.5 ft., to the point of beginning, all 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 TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Don R. Kessel and Evelyn H. Kessel, his wife justly indebted upon a certain principal promissory note bearing even date herewith, payable in 60 consecutive payment of One hundred eleven dollars and 15/100.

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 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 Mortgagee 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 accrued 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 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, 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 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 same 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 and 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 rights in 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.

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 The Des Plaines Bank 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, 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 seal of the Grantor 8th day of August 1968

Don R. Kessel (SEAL)
Evelyn H. Kessel (SEAL)

This instrument was prepared by
Richard B. Gould, Attorney At Law
1100 W. Northwest Hwy., Mt. Prospect, IL 60055

24580281

COUNTY MORTGAGE

UNOFFICIAL COPY

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State of Illinois
County of Cook

RECORDER OF DEEDS 12 57
COOK COUNTY ILLINOIS

RECORDER *Edmund Wilson*

ss.

I, Michael G. Kappos AUG-11-78 111910 24580281 A - REC 10.00
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Don R. Kessel and Evelyn H. Kessel



personally known to me to be the same persons whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 eighth
day of August A. D. 19 78

Michael G. Kappos
Notary Public.

10.00

Boz No.
SECOND MORTGAGE
Trust Deed

TO

The instrument was prepared by
Richard E. Gould, Attorney At Law
140 W. Northwest Hwy., Mt. Prospect, IL 60056



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

24580281
GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT