

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24600832

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Warren G. Tetzlaff and Linda M. Tetzlaff, his wife-----

hereinafter called the Grantors, of 336 Dickens Avenue Northlake Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Nine Thousand Nine Hundred Eighty-five & 20/100----- Dollar
in hand paid, CONVEY AND WARRANT to The Northlake Bank
of 26 W. North Avenue Northlake Illinois
(No. 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 appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Northlake, Cook County of Cook and State of Illinois, to-wit:

-----Lot 29 in Block 14 in Section 2 of Country Club Addition to Midland Development Company's North Lake Village, a Subdivision of the Southwest Quarter (except the South 100 rods) of the South half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 32, Township 40 North, Range 12, East of the Third Principal Meridian.-----

Hereby releasing and waiving all rights under and by virtue of the intestate exemption laws of the State of Illinois IN DEED, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WITNES: The Grantors Warren G. Tetzlaff and Linda M. Tetzlaff, his wife-----
most indebted upon their----- principal promissory note bearing even date herewith, payable

-----\$83.21 on the first day of October, A.D. 1979; \$83.21 on the first day of each and every month thereafter for one-hundred-eighteen months, and a final payment of \$83.21 on the first day of September, A.D. 1988.-----

THE COVENANTS, CONDITIONS AND AGREEMENTS FOLLOWING shall be deemed part of the TRUST DEED hereon and in said note or notes provided according to said agreement extending term of payment, to pay when due in each year all taxes and assessments against said premises, and so deemed to grant to the mortgagee the right to enter upon said premises after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged, and that waste on said premises shall not be committed or effected, or the excepted buildings now or at any time on said premises located in companies owned or operated by the grantor herein, shall be demolished or placed such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss claims adjusted payable only to the Trust Estate of Mortgagee, and second to the Trustee hereon as their interest may appear, which policies shall be held and controlled by the Trust Mortgagee, Trustee and the mortgagee shall pay all such taxes, assessments, and the interest thereon, if the same shall become due and payable.

IN THE EVENT of failure to pay when due in each year all taxes and assessments against said premises, or the interest thereon when due, the grantor shall be liable for said taxes and assessments, and the interest thereon from time to time, and all money so due, the Grantor hereby irrevocably assigns, transfers, conveys and warrants with interest thereon from the date of payment of eight per cent per annum shall be payable to the mortgagee.

IN THE EVENT of failure to pay when due in each year all taxes and assessments against said premises, including principal and interest thereon when due, the grantor shall be liable for said taxes and assessments, and the interest thereon from time to time, and all money so due, the Grantor hereby irrevocably assigns, transfers, conveys and warrants with interest thereon from the date of payment of eight per cent per annum shall be payable to the mortgagee.

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 abstracts, surveys, evidence, demurrer charges, cost of preparing or completing abstract, having the whole title of said premises conveyed, foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, assessed by any court in proceeding upon 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, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right in the possession of and interest 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 owner is Warren G. and Linda M. Tetzlaff-----
IS THE FIRST of the death or removal from said -----Cook----- County of the grantee, or of his resignation, refusal or failure to act, then --The Chicago Title Insurance 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 hand, seal and seal of the Grantor S the twenty-second day of August 1978
Warren G. Tetzlaff (SEAL)
Linda M. Tetzlaff (SEAL)

This instrument was prepared by Geza E. Cooke 26 W. North Avenue, Northlake, Illinois
(NAME AND ADDRESS)

24600832

AUG 25 1978

STATE OF ILLINOIS
COUNTY OF COOK

I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Warren G. Tetzlaff and Linda H. Tetzlaff, his wife-----

personally know 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 heretofore said.

Given under my hand and notarial seal this twenty-second day of August 19 78

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires Sept. 17, 1978

10.00

BOX No.

SECOND MORTGAGE
Trust Deed

WARREN G. TETZLAFF
and
LINDA H. TETZLAFF, his wife
TO
THE HORTHLAKE BANK
26 W. North Avenue
Northlake, Illinois 60164



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT