

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24822459

GEORGE E. COLÉ  
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, that **\*Kenneth A. Edelson and Susan R. Edelson, his wife\***

herein (here called the Grantor), of **135 S. Andrew Lane, Schaumburg, Ill. 60193.**  
(No and Street) (City) (State)

for and in consideration of the sum of **\*Ten and no/100\*\*\*\*\*** Dollars  
in hand paid, CONVEY AND WARRANT to **\*Rose M. Giles, Trustee\***  
of **Golf Mill State Bank 9101 Greenwood Ave., Niles, Ill. 60648**  
(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 Village of **Schaumburg,** County of **Cook** and State of Illinois, to-wit:

Lot 20102 in Weathersfield Unit Number 20, being a Subdivision in the South half of Section 21, Township 41, North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 12, 1972 as document number 22154949 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 **\*Kenneth A. Edelson and Susan R. Edelson, his wife\***

justly indebted upon one collateral promissory note, bearing even date herewith, payable to the order of the Golf Mill State Bank at its office in Niles, Illinois in lawful money of the United States, 45 days after date the sum of \$41,025.00, with interest thereon at the rate of 10 3/4% per annum from January 15, 1979 to the stated maturity hereto and the highest lawful rate of interest thereafter until paid in full

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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, secondly, to the Trustee herein as their interests may appear, such policies shall be left and remain with the said Mortgagees 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 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 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 eight per cent per annum shall be so much additional indebtedness secured hereunder.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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 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 like expenses and disbursements, occasioned by any suit 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 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 of 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.

The name of a record owner is: **\*Kenneth A. Edelson and Susan R. Edelson, 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 **Golf Mill State Bank** of said County is hereby appointed to 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, S and seal, S of the Grantor S this **15th** day of **January**, 19**79**.

*Kenneth A. Edelson* (SEAL)  
*Susan R. Edelson* (SEAL)

This instrument was prepared by **Patrick J. Kelley, Vice President Golf Mill State Bank**  
**9101 Greenwood (NAME AND ADDRESS) Niles, Ill. 60648**

# UNOFFICIAL COPY

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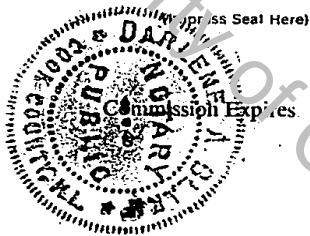
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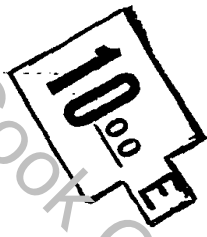
STATE OF Illinois }  
COUNTY OF Cook } ss.

I, \_\_\_\_\_ the undersigned, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth A. Edelson and Susan R. Edelson, his wife\* personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 homestead.

Given under my hand and notarial seal this 15th day of January, 1979

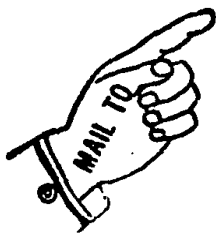


Pauline A. Blake  
Notary Public  
My Commission Expires November 4, 1980



Property of Cook County Clerk's Office

BOX No \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
TO  
\_\_\_\_\_



Mail to:  
Patrick J. Kelley  
Vice President  
Golf Mill State Bank  
9101 Greenwood Ave.  
Niles, IL 60648

24822459

GEORGE E. COLE  
LEGAL FORMS

**END OF RECORDED DOCUMENT**