

UNOFFICIAL COPY

9-13-74

CHARGE TO CREDIT
TRUST DEED
SECOND MORTGAGE FORM (Illinois)

24 877 719

THIS INSTRUMENT WITNESSETH That Jack S. Carlson and Jacquelyn L. Carlson
 (hereinafter called the Grantor), of 990 Wisconsin Lane, Elk Grove Village, Ill.
 (No. and Street) (City) (State)
 for and in consideration of the sum of eight thousand, fifty five and 60/100 Dollars
 in hand paid, CONVEY AND WARRANT to Chicago Title and Trust
 of 111 W. Washington St, Chicago, Illinois 60602
 (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 Elk Grove County of Cook and State of Illinois, to-wit:

Lot 29 Block 17 in Winston Grove Section 22 South, being a Subdivision in parts of Sections 35 and 36, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded in the Recorder's office of Cook County, Illinois March 30, 1977 as document Number 23869152 in Cook County Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. each
 IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
 WHEREAS, The Grantor Jack S. Carlson and Jacquelyn L. Carlson married to other
 justly indebted upon installment principal promissory note bearing even date herewith, payable

To the Bank of Elk Grove the principal sum of eight thousand, fifty five dollars and 60/100 dollars in eighty four installments of ninety five dollars and ninety cents beginning on March twenty third, 1977 and on the twenty third day of each month thereafter, to and including the twenty third day of January, 1986 with a final payment of the balance due on the twenty third day of February, 1986 with interest on the principal balance from time to time unpaid at the rate of 7%.

10.00

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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) to insure said premises against fire and theft and 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 lost 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 Mortgagees or Trustees until said 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 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 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, costs 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 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 to 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 of said premises is Jack S. Carlson and Jacquelyn L. Carlson of Cook County of the grantee, or of his resignation, 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 Recorder of Deeds 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 successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this twenty third day of February, 1979

Jack S. Carlson (SEAL)
Jacquelyn L. Carlson (SEAL)

This instrument was prepared by Gorramie M. Herforth, The Bank of Elk Grove 100 E. Higgins Rd, Elk Grove Village, Illinois 60007.

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Grace Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jack S. Carlson and Jacquelyn L. Carlson married to each other.

personally known 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 homestead.



and notarial seal this 23rd day of February, 1979.

Grace Anderson
Notary Public

Commission Expires My Commission Expires March 19, 1979

Identification No. 6411720
CHICAGO TITLE AND TRUST COMPANY, Trustee
By Jane Dressed
Assistant Secretary

BOX No. 503

SECOND MORTGAGE
Trust Deed

TO

at Grace Anderson

BANK OF ELK GROVE
100 E. HIGGINS
ELK GROVE VILLAGE, IL 60007

FORM 15277 BANYONS, INC.

END OF RECORDED DOCUMENT