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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

24 131 239

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Larry J. Morrison & Yvonne O. Morrison, his wife

(hereinafter called the Grantor), of 2151 Ash Street Des Plaines Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Seven Thousand Seven Hundred Fifteen and 04/100 Dollars
in hand paid, CONVEY AND WARRANT to The Des Plaines Bank
of 1223 Oakton Street Des Plaines 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 Des Plaines County of Cook and State of Illinois, to-wit:

See Attached Legal

PARCEL 1:

THAT PART OF LOT 9 IN TERRSAL PARK SUBDIVISION BEING PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 215.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT AND 51.71 FEET EAST OF THE WEST LINE OF SAID LOT, THENCE NORTH EASTERLY ALONG A LINE FORMING AN ANGLE OF 34 DEGREES 4 MINUTES 40 SECONDS FROM EAST TO NORTH EAST WITH THE LAST DESCRIBED PARALLEL LINE EXTENDED EAST A DISTANCE OF 116.60 FEET THENCE NORTH WESTERLY ALONG A LINE FORMING AN ANGLE OF 79 DEGREES 27 MINUTES 30 SECONDS FROM THE SOUTH WEST TO THE NORTH EAST WITH THE LAST DESCRIBED LINE A DISTANCE OF 13.31 FEET THENCE SOUTH WESTERLY TO A POINT ON A LINE 215.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT SAID POINT

BEING 11.72 FEET EAST OF THE WEST LINE OF SAID LOT, THENCE EAST ON SAID PARALLEL LINE 31.99 FEET TO THE POINT OF BEGINNING.

ALSO

PARCEL 2:

THE EAST 8.0 FEET OF THE WEST 214.81 FEET (BOTH MEASURED AT RIGHT ANGLES TO THE WEST LINE) OF THE SOUTH 20.0 FEET OF THE NORTH 180.0 FEET (BOTH MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF LOT 9 IN TERRSAL PARK SUBDIVISION BEING A PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

PARCEL 3:

EASEMENTS AS SHOWN ON THE PLAT OF TERRSAL PARK SUBDIVISION DATED JANUARY 27, 1959 AND RECORDED MARCH 19, 1959 AS DOCUMENT 17484786 AND PLAT OF CORRECTION THERETO DATED APRIL 24, 1959 AND RECORDED APRIL 29, 1959 AS DOCUMENT 17523382 AND PLAT OF CORRECTION THERETO DATED JUNE 10, 1959 AND RECORDED JUNE 25, 1959 AS DOCUMENT 17579957 AND AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT '1' THERETO ATTACHED MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 1958 AND KNOWN AS TRUST NUMBER 9229 DATED AND RECORDED JUNE 25, 1959 AS DOCUMENT 17579958, AND AS CREATED BY THE DEED FROM THE EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 1958 AND KNOWN AS TRUST NUMBER 9229 TO FRED WITSCHI AND ANGELA WITSCHI, HIS WIFE, DATED JANUARY 12, 1960 AND RECORDED JUNE 1, 1960 AS DOCUMENT 17869705.

(A) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS LOT 9 (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS; BEGINNING AT A POINT 18 FEET SOUTH OF THE NORTH LINE AND 76.68 FEET WEST OF THE EAST LINE OF SAID LOT 9, THENCE SOUTH WESTERLY ALONG A LINE FORMING AN ANGLE OF 26 DEGREES 09 MINUTES 20 SECONDS, FROM WEST TO SOUTH WEST WITH A LINE 18 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 155 FEET, THENCE SOUTH EASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 42 FEET, THENCE NORTH EASTERLY ALONG A LINE 42 FEET SOUTH EASTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 155 FEET, AND THENCE NORTH WESTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID LOT 9 THAT PART THEREOF DESCRIBED AS FOLLOWS, BEGINNING AT A POINT 16 FEET WEST OF THE EAST LINE AND 85.26 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE SOUTH WESTERLY ALONG A LINE FORMING AN ANGLE OF 38 DEGREES 25 MINUTES 10 SECONDS FROM SOUTH TO SOUTH WEST, WITH A LINE 16 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 9, A DISTANCE OF 155 FEET, THENCE NORTH WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 42 FEET, THENCE NORTH EASTERLY ALONG A LINE 42 FEET NORTH WESTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 155 FEET, THENCE SOUTH EASTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID LOT 9 THAT PART THEREOF DESCRIBED AS FOLLOWS, BEGINNING AT A POINT 16 FEET WEST OF THE EAST LINE AND 344.74 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE NORTH WESTERLY ALONG A LINE FORMING AN ANGLE OF 38 DEGREES 25 MINUTES 10

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SECONDS FROM NORTH TO NORTH WEST, WITH A LINE 16 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 9, A DISTANCE OF 155 FEET, THENCE SOUTH WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 42 FEET, THENCE SOUTH EASTERLY ALONG A LINE 42 FEET SOUTH WESTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 155 FEET, AND THENCE NORTH EASTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID LOT 9 THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 18 FEET NORTH OF THE SOUTH LINE AND 76.66 FEET WEST OF THE EAST LINE OF SAID LOT 9, THENCE NORTH WESTERLY ALONG A LINE FORMING AN ANGLE OF 28 DEGREES 37 MINUTES 05 SECONDS FROM WEST TO NORTH WEST WITH A LINE 28 DEGREES 37 MINUTES 05 SECONDS FROM WEST TO NORTH WEST WITH A LINE 18 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 155 FEET THENCE NORTH EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 42 FEET, THENCE SOUTH EASTERLY ALONG A LINE 42 FEET NORTH EASTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 155 FEET, AND THENCE SOUTH WESTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID LOT 9 THAT PART THEREOF DESCRIBED AS FOLLOWS, BEGINNING AT A POINT 18 FEET SOUTH OF THE NORTH LINE AND 82.60 FEET EAST OF THE WEST LINE OF SAID LOT 9, THENCE SOUTH EASTERLY ALONG A LINE FORMING AN ANGLE OF 32 DEGREES 36 MINUTES 30 SECONDS, FROM EAST TO SOUTH EAST WITH A LINE 18 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 155 FEET, THENCE SOUTH WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 42 FEET, THENCE NORTH WESTERLY ALONG A LINE 42 FEET SOUTH WESTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 155 FEET, THENCE NORTH EASTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID LOT 9 THAT PART THEREOF DESCRIBED AS FOLLOWS, BEGINNING AT A POINT 18 FEET EAST OF THE WEST LINE AND 78.54 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE SOUTH EASTERLY ALONG A LINE FORMING AN ANGLE OF 34 DEGREES 14 MINUTES 40 SECONDS, FROM SOUTH TO SOUTH EAST, WITH A LINE 18 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 9, A DISTANCE OF 155 FEET, THENCE NORTH EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 42 FEET, THENCE NORTH WESTERLY ALONG A LINE 42 FEET NORTH EASTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 155 FEET, AND THENCE SOUTH WESTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID LOT 9 THAT PART THEREOF DESCRIBED AS FOLLOWS, BEGINNING AT A POINT 18 FEET EAST OF THE WEST LINE AND 136.46 FEET SOUTH OF A LINE 215 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 9, THENCE NORTH EASTERLY ALONG A LINE FORMING AN ANGLE OF 34 DEGREES 14 MINUTES 40 SECONDS FROM NORTH TO NORTH EAST WITH A LINE 18 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 9 A DISTANCE OF 155 FEET, THENCE SOUTH EASTERLY AT RIGHT ANGLES TO THE FIRST DESCRIBED LINE A DISTANCE OF 42 FEET, THENCE SOUTH WESTERLY ALONG A LINE 42 FEET SOUTH EASTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE A DISTANCE OF 155 FEET, THENCE NORTH WESTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPTING FROM SAID LOT 9 THAT PART THEREOF DESCRIBED AS FOLLOWS, BEGINNING AT A POINT 18 FEET NORTH OF THE SOUTH LINE AND 82.60 FEET EAST OF THE WEST LINE OF SAID LOT 9, THENCE NORTH EASTERLY ALONG A LINE FORMING AN ANGLE OF 30 DEGREES 08 MINUTES 45 SECONDS, FROM EAST TO NORTH

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EAST, WITH A LINE 18 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 155 FEET, THENCE NORTH WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 42 FEET, THENCE SOUTH WESTERLY ALONG A LINE 42 FEET NORTH WESTERLY FROM AND PARALLEL TO THE FIRST DESCRIBED LINE DISTANCE OF 155 FEET, AND THENCE SOUTH EASTERLY A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, (ALSO EXCEPTING THAT PART OF SAID LOT 9 FALLING IN PARCEL 1 AFORESAID AND NOT EXCEPTED ABOVE, AND ALSO EXCEPTING THAT PART OF SAID LOT 9 FALLING IN PARCEL 2 AFORESAID) IN TERRSAL PARK SUBDIVISION AFORESAID, ALL IN COCK COUNTY, ILLINOIS

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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 Larry J. Morrison & Yvonne O. Morrison, his wife justly indebted upon a certain principal promissory note bearing even date herewith, payable

in 48 equal instalments of \$160.73 beginning October 20, 1977.
Annual Percentage Rate is 12.8%

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 30 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 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 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 or 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, 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 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 is: Larry J. Morrison & Yvonne O. Morrison, 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 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 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 and seal of the Grantor this 17 day of September, 1977

Larry J. Morrison (SEAL)

Yvonne O. Morrison (SEAL)

PREPARED BY:
Richard B. Gould
1100 W. Northwest Hwy., Mt. Prospect, Ill. 60056

Richard B. Gould, Attorney At Law
1100 W. Northwest Hwy., Mt. Prospect, Ill. 60056

This instrument was prepared by

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REGISTERED HERE
COOK COUNTY, ILL.

1977 OCT 3 AM 11 09

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STATE OF Illinois

COUNTY OF Cook

ss.

I, Carol A. Tipton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harvey J. Morrison & Genevieve C. Morrison 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 a 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 17th day of September, 1977.



My Commission Expires October 5, 1977.

Carol A. Tipton
Notary Public

12.00

12.00

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BOX No.

SECOND MORTGAGE
Trust Deed

MAIL TO

TO

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

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT