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Form 2512-R - TRUST DEED - Second Mortgage

24 373 791

Perfection Legal Forms & Printing Co., Rockford, Ill.

THIS INDENTURE WITNESSETH, That the Grantor's Rodger B. Carlson and Nancy L. Carlson,
his wife of the city of Elgin
County of Cook and State of Illinois, for and in consideration of the sum of
Eighty six thousand six hundred eighty eight and 57/100 (\$86,688.57)----- DOLLARS,
in hand paid, Convey and Warrant to George H. Bell, Trustee,
of the village of Bartlett, County of Cook and State of Illinois, to wit:

PARCEL 1: That part of the South East 1/4 of Section 27, Township 41 North, Range 9
East of the Third Principal Meridian, described as follows: Commencing at a point on
the North Line of the South East 1/4 of said Section 27 that is 332.65 feet Easterly
of the center of said section 27; thence Southerly parallel with the West Line of the
South East 1/4 of said Section 27 a distance of 325.85 feet for the place of beginning;
thence continuing Southerly along said parallel line a distance of 325.85 feet;
thence Easterly parallel with the North Line of the South East 1/4 of said Section 27
a distance of 267.35 feet Northerly parallel with the west Line of the South East 1/4
of Section 27 A distance of 325.85 feet thence Westerly parallel with the North line
of the South East 1/4 of said Section 27 a distance of 267.35 feet to the place of
beginning:

THIS IS A JUNIOR MORTGAGE

PARCEL 2:

Easement for the Benefit of Parcel 1 as created by grant of Easement from
Alexander P. Stickers and Lucille Stickers, His wife, Ernest Blankenship
and Frankie Blankenship, His wife and Elwood R. Huenerberg and Muriel R.
Huenerberg, His wife to Walter H. Batterman and Lucille F. Batterman, His
wife dated November 15, 1966 and recorded November 23, 1966 as Document
20002096 for ingress and egress over a strip of land described as follows:

An 8 foot wide strip the center line of which is described as follows:
Commencing at a point on the north line of the South east 1/4 of said Section
27 that is 332.65 feet easterly of the center line of said Section 27; thence
Southerly parallel with the west line of the south east 1/4 of said section 27
distance of 651.70 feet to the place of beginning of the center line of said
easement, thence continuing southerly along said parallel line a distance of
339.45 feet more or less to the center line of U.S. Route 20 as originally
established for the terminous of the center line of said 8.0 foot wide
easement except that portion of said easement lying within the right of way
of U.S. Route 20 as originally established, all in Cook County, Illinois

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Hereby releasing and giving all rights under and by virtue of the homestead exemption laws of the State in which said land is situated. IN TRUST, nevertheless for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The grantor's Rodger B. Carlson and Nancy L. Carlson justly indebted upon Cook principal promissory Note bearing even date herewith payable to the order of the Bartlett State Bank, Bartlett, Illinois, payable as follows: Eighty six thousand six hundred eighty eight and 57/100 (\$86,688.57) ON DEMAND, with interest at the rate of nine per cent (9%) per annum, payable semi-annually on the whole amount of said principal sum remaining from time to time unpaid, both principal and interest payable in lawful money of the United States of America, at Bartlett, Illinois

THE GRANTORS, covenant... and agree ... as follows: (1) to pay all prior incumbrances and the interest thereon, at the time and place when and where the same shall be or become due and payable; (2) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (3) to pay prior to the time that penalty will attach in damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) within sixty days after destruction or premises shall not be committed or suffered; (5) to keep all buildings on said premises insured against loss by fire and tornado to their full insurable value, in companies to be selected by the grantor; who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss claimable, first, to the first trustee, or mortgagee, and, second, to the trustee herein, as their several interests may appear, which policy or policies shall be deposited and remain with said trustees or mortgagees or other lien to attach to said premises. In the event of failure to pay prior incumbrances, and the interest thereon, so to insure, to pay or the holder of said indebtedness may pay such prior incumbrance and the interest thereon, may pay insurance premiums, pay such taxes or assessments, or make and pay for such repairs as he may deem necessary to keep the said premises tenable and in good repair; or discharge or purchase any tax lien or title affecting said premises; or compromise, settle and discharge any mechanic's or other lien attaching to said 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 all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an abstract of title showing the whole title to said premises embracing foreclosure decree - shall be paid by the grantors; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors; that expenses and disbursements shall be an additional charge upon said premises, as such, may be as costs and included in any decree that may be rendered in such foreclosure proceeding, whether proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such fees, expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantors, waive... all right to the possession of and income from said premises pending such foreclosure this Trust Deed, a receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession or charge of said premises, and collect such income and the same, less receivership expenditures including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of foreclosure proceedings, and until the period of redemption from any deficiency decree entered thereon, or, if not in either matter so provided, the court approving application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money; or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens, or titles, or the necessity for repairs, in advancing money as herein before provided.

IT IS FURTHER AGREED, That as further and additional security hereto said grantors agree to assign and by these presents, do assign, all the rents, issues and profits arising or to arise out of said premises to the said grantee herein and authorize him, in his own name, as assignee or otherwise, to receive, sue for or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary, to institute forcible detainer proceedings, to receive possession, to rent and release said premises, or any portion thereof, for such term or terms and on such conditions as he may deem proper, and apply the proceeds thereof. First, to the payment of the expenses and charges against said property; Second, to the payment of interest and expenses of this trust including advancements, if any; and, Third, to the payment of the principal sum hereby secured, rendering the surplus, if any, to the undersigned when the indebtedness hereby secured shall have been fully paid and cancelled.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the trustee, or of his refusal or failure to act, then Martin G. Struwing of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fall 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 trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand... and seal... of the grantors, this 14th day of MARCH A.D. 19 78

Rodger B. Carlson (SEAL)
Nancy L. Carlson (SEAL)

(SEAL)

24 373 791

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RECORDER OF DEEDS
COOK COUNTY, ILLINOIS
1978 MAR 25 AM 9 58

RECORDER *Calvin J. Wilson*

State of Illinois

County of Cook

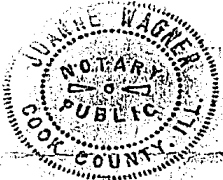
MAR-23-78 3 0 7 7 9 24373791 A - REC 11.00

I, Joanne Wagner, a notary public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

Rodger B. Carlson and Nancy L. Carlson

personally known to me to be the same person s, whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he y 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 14th day of MARCH A.D. 1978

My Commission Expires June 14, 1980

Joanne A. Wagner

PREPARED BY AND MAIL TO:

Bartlett State Bank
335 So. Main St.
Bartlett, Illinois 60103

ATTN: J. A. Wagner



Property of Cook County Clerk's Office

24373791

Box No. _____

Trust Deed

TO

Perfection Legal Forms & Printing Co., Rockford, Ill.

END OF RECORDED DOCUMENT