

TRUST DEED **24 389 993** CHARGE TO CERT **625010**
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That James A. Foss and Marilyn A. Foss
hereinafter called the Grantor), of 264 Pleasant Drive, Elk Grove Village, Ill. 60007
(No. and Street) (City) (State)
for and in consideration of the sum of Forty Four Thousand Dollars and 00/100 ***** Dollars
hereof paid, CONVEYS AND WARRANTS to Chicago Title and Trust Co.
of 111 W. Washington Street, Chicago, 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 Village
of Elk Grove County of Cook and State of Illinois, to-wit:

Lot 2947 in Elk Grove Village Section 9, being a Subdivision in Section 33, Township 41, North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded July 1, 1960 as document 17897670 in Cook County, Illinois.

IT IS INTENDED THAT THIS INSTRUMENT SHALL SECURE ANY EXTENSIONS OR RENEWALS OF SAID LOAN UP TO A TOTAL OF \$44,000.00

10.00

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 James A. Foss and Marilyn A. Foss
justly indebted upon one principal promissory note bearing even date herewith, payable

To the order of the Bank of Elk Grove the principal sum of Forty Four Thousand Dollars and 00/100 in installments as follows: Forty Four Thousand Dollars and 00/100 due on the 16th day of May, 1978, with interest on the principal balance from time to time unpaid at the rate of 10 per cent per annum payable at maturity

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 1st day of June 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, 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 which are 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 enforcing 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. 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 enforce 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:
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 17th day of March, 19 78

Identification No. **625010**
CHICAGO TITLE AND TRUST COMPANY, Trustee
By James R. Foss (SEAL)
Marilyn A. Foss (SEAL)
Assistant Secretary

This instrument prepared by: Valerie Ptack, Bank of Elk Grove, Elk Grove Village, Illinois 60007

24 389 993

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Penny Hathaway, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that James R. Soos and Marilyn A. Soos
his wife

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.



Given under my hand and notarial seal this 28th day of March, 1978.

Penny Hathaway
Notary Public

ILLINOIS
RECORDED FOR RECORD
APR 5 12 46 PM '78

RECORDER OF DEEDS
*24389993

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

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

FORM 15277 BANKFORMS, INC.

END OF RECORDED DOCUMENT