

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

GEORGE E. COLE  
LEGAL FORMS

24 398 943

THIS INDENTURE, WITNESSETH, That  
THOM J. CULKAR and IRENE N. CULKAR, his wife  
 (hereinafter called the Grantor), of 760 W. Carda Drive, Des Plaines, Illinois  
 (No. and Street) (City) (\$16,888.88)  
 for and in consideration of the sum of Sixteen Thousand Eight Hundred Sixty Eight and 88/100 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:

*Lot 117 in Devonshire West, being a Subdivision of part of the South West quarter of Section 24, Township 41 North, Range 11 East of the Third Principal Meridian, in the City of Des Plaines, Township of Elk Grove, 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 S THOM J. CULKAR and IRENE N. CULKAR, his wife  
 justly indebted upon THE DES PLAINES BANK principal promissory note bearing even date herewith, payable

*in eighty four (84) payments of Two Hundred Dollars and 82/100 (\$200.82) starting on May 1, 1978 with the payments due on the 15th of the month thereafter, with no penalty for prepayment.*

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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 therefrom; (2) To pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to rebuild or restore all buildings or improvements on said premises which shall not be committed or suffered; (3) To keep all buildings and improvements 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 mortgagee, and second to the grantor, and, according to the terms hereof, as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustees until the indebtedness is fully paid; (4) To pay all prior incumbrances, and the interest thereon, at the time or times when due; (5) To pay all taxes or assessments, or the prior incumbrances or the interest thereon when due, the insurance, or such taxes or assessments, or discharge or purchase any taxes and the interest thereon from time to time; and all money so paid, 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 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 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 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, 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. The same shall be recoverable by foreclosure thereof, or by any law, or both, the same as if all of said indebtedness had then matured by express agreement.

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 preparing or conducting 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 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, and the Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all rights 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.

The name of a record owner is \_\_\_\_\_ 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, seal and seal of the Grantor, S, this 4 th day of April, 19 78.

Thom J. Culkar (SEAL)  
Irene N. Culkar (SEAL)

This instrument was prepared by  
**Richard B. Gould, Attorney At Law**  
 1100 W. Northwest Hwy., Mt. Prospect, IL 60056

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1978 APR 12 AM 9 35

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

RECORDED

*George P. Gubbins*

STATE OF ILLINOIS

COUNTY OF COOK

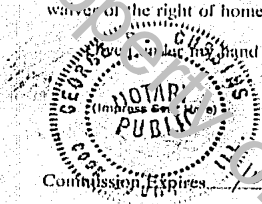
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10.00

I, George P. Gubbins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thom J. Culkar and Irene N. Culkar, his wife

personally known to me to be the same person whose name 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.

Witness my hand and notarial seal this 6th day of April, 1978.



*George P. Gubbins*  
Notary Public

10<sup>00</sup>

24398943



BOOK No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed  
TO \_\_\_\_\_

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT