

TRUST DEED SECOND MORTGAGE FORM NO. 2202

September, 1975

GEORGE E. COLE LEGAL FORMS

9

THIS INDENTURE, WITNESSETH, That CHARLES B. ROGERS, JR. AND KAREN E. ROGERS, his wife-----

(hereinafter called the Grantors) of 7432 Brookside Drive, Hanover Park, Illinois 60103-----

for and in consideration of the sum of Ninety-Three Hundred Nineteen & 80/100 (\$9319.80)----- Dollars
part paid, CONVEY AND WARRANT to MOUNT PROSPECT STATE BANK, a corporation of Illinois
of 111 East Busse Avenue, Mount Prospect, Illinois 60056

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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Hanover Park, County of Cook and State of Illinois, to-wit: Lot 37 in Block 37 in Hanover Highlands Unit No. 5, a Subdivision in the South East Quarter (1/4) of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

It is provided and agreed that the mortgagee or holder of said note may collect a "late charge" not to exceed five cents (5c) for each dollar (\$1) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments.

COOK COUNTY ILLINOIS
FILED FOR RECORD

Lidney H. Olsen
RECORDER OF DEEDS

1980 APR 15 AM 3:59

25424077

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 Grantors CHARLES B. ROGERS, JR. AND KAREN E. ROGERS, his wife-----
justly indebted upon One Installment Note bearing even date herewith, payable

to the Mount Prospect State Bank in the principal sum of Ninety-Three Hundred Nineteen & 80/100 (\$9319.80) Dollars, the said principal and interest to be paid in monthly installments of One Hundred Fifty-Five & 33/100 (\$155.33) Dollars on the 10th day of May A. D., 1980 and One Hundred Fifty-Five & 33/100 (\$155.33) Dollars on the 10th day of each and every month thereafter until said note is paid and except that the final payment of principal and interest, if not paid sooner, shall become due on the 10th day of April, A. D., 1985, with interest after maturity until paid at the rate of 11.68 per centum per annum.

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 when due 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 Mortgagee or Trustee 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 with interest thereon from the date of payment, at eight per cent per annum shall be so much additional indebtedness secured by.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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 the 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 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.

The name of a predecessor owner is:

IN THE EVENT of the death or removal from Cook County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title & Trust Company 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 26th day of March 19 80

The Installment Note mentioned in the within Trust Deed has been identified herewith

under Identification No. 2533

MOUNT PROSPECT STATE BANK, Trust Officer

BY: Thomas E. May, Vice President, Inst. Ln. Dept.

This instrument was prepared by MOUNT PROSPECT STATE BANK, 111 E. Busse Ave., Mt. Prospect, Ill. 60056

(NAME AND ADDRESS)

BY: Thomas E. May, Vice President, Inst. Ln. Dept.

T-44513

25424077

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Wanda M. Meessmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLES B. ROGERS, JR. AND KAREN E. ROGERS, his

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 at _____ free and voluntary act, for the uses and purposes therein set forth, including the release and _____ instead.

25424077



Notarial seal this 26th day of March 19 80

Wanda M. Meessmann
Notary Public

Commission Expires 7-9-81

9-0459-3

CTST
TEM

BOX No. 818

SECOND MORTGAGE
Trust Deed

CHARLES B. ROGERS, JR. AND KAREN E.

ROGERS, his wife

TO

MOUNT PROSPECT STATE BANK, a

corporation of Illinois, Trustee

PROPERTY:

7432 Brookside Drive
Hanover Park, Illinois
60103

GEORGE E. COLE®
LEGAL FORMS

COOK County Clerk's Office