

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25680281

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Edward J. Meyers and Olgie Ruth Meyers, his wife

(hereinafter called the Grantor), of 1416 Danbury Des Plaines Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Six thousand, four hundred ninety-nine and 20/100 Dollars
in hand paid, CONVEY AND WARRANT to Des Plaines Bank
1223 Oakton 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 fol-
lowing 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 56 in Devonshire in Des Plaines, Unit No. 2, being a subdivision of Part of
the East 1/2 of the South East 1/4 of Section 24, Township 41 North, Range 11 East
of the Third Principal Meridian, in City of Des Plaines, Elk Grove Township
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 Edward J. Meyers and Olgie Ruth Meyers, his wife
justly indebted upon a certain principal promissory note bearing even date herewith, payable

in 60 equal monthly instalments of \$108.32 each beginning December 15, 1980 and
continuing monthly thereafter until paid in full.

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 within 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 covenants 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, 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 eight 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 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 fore-
closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-
pleting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and all 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 a
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 with-
out 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: Edward J. Meyers and Olgie Ruth Meyers, 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, then Des Plaines Bank of said County is hereby appointed to be
first successor in 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 hands and seal of the GrantorS this 24th day of November, 19 80

Edward J. Meyers (SEAL)
Olgie Ruth Meyers (SEAL)

This instrument was prepared by R. Adamson, 1223 Oakton Des Plaines, IL 60018
(NAME AND ADDRESS)

UNOFFICIAL COPY

1980 NOV 25 AM 9 36

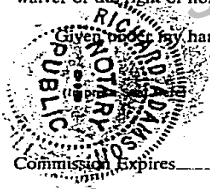
RECORDED

STATE OF Illinois NOV 25 80 3 7 4 4 7 4 25680281 A -- REC 10.15
COUNTY OF Cook

I, Richard Adamson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward J. Meyers and Olgie Ruth Meyers, 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 24th day of November, 1980.



Richard Adamson
Notary Public

Commission Expires 9/22/81

10⁰⁰ MAR

25680281

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO
DES PLAINES BANK
INSTALLMENT LOAN DEPARTMENT
1223 OAKTON
DES PLAINES, IL 60018



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT