

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25721925

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Joseph D. Perkins and Lorraine M. Perkins
his wife
hereinafter called the Grantor), of 3501 Emerson Franklin Park Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Six Thousand (\$6,000) Dollars
in hand paid CONVEY AND WARRANT to GENERAL BINDING CORPORATION
of One GBC Plaza Northbrook 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 Franklin Park County of Cook and State of Illinois, to-wit:

Lots 25 and 26 in Block 1 in 3rd addition to Franklin Park in Sections 21
and 28, Township 40 North, Range 12 East of the Third Principal Meridian,
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 Joseph D. Perkins and Lorraine M. Perkins are
jointly indebted upon the certain collateral agreement bearing even date herewith, payable
to General Binding Corporation, the principal amount of up to Six Thousand
(\$6,000) Dollars payable on demand.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said agreement 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 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 to insure, or pay taxes or assessments, or to pay 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 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, be immediately due and payable, and with interest 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 by 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 used as costs and included in a judgment that may be rendered in such foreclosure proceedings, which proceeding, whether by decree or 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 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 with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of death or removal from said County of the Grantor or of the last survivor of said County is hereby appointed to be the first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person so appointed shall be the acting Recorder of Deeds of said County, and if for any like cause the person so appointed in this trust, and when all the covenants and agreements herein are performed, the grantee or his successor in trust shall release said premises to the party entitled to receive the same.

Witness the hands and seal of the Grantor this 24 day of December 1975

Joseph D. Perkins (SEAL)
Joseph D. Perkins
Lorraine M. Perkins (SEAL)
Lorraine M. Perkins

This instrument was prepared by Steven Rubin, Esq. Northbrook, Illinois
(NAME AND ADDRESS)

25721925

UNOFFICIAL COPY OF COOK COUNTY TRUST DEED AND MORTGAGE

UNOFFICIAL COPY

1980 DEC 31 AM 9 56

RECORDED *11/13/80*

STATE OF Illinois

COUNTY OF Cook

DEC 31 80 3 8 7 8 0 3 25721925 A -- REC 10.00

I, Steve Rubin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph D. Perkins and Corraine M. Perkins

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 December, 1980.

[Signature]
Notary Public

Commission Expires December 4, 1984

10pg



BOX No. _____
SECOND MORTGAGE
Trust Deed
Perkins
TO
General Binding Corporation

Mail to: Steven Rubin
General Binding Corporation
One GBC Plaza
Northbrook, Ill. 60062

25721925
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT