

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25740430

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Jane Russi
(hereinafter called the Grantor), of 1326 Fargo, Des Plaines, Illinois 60018
(No. and Street) (City) (State)
for and in consideration of the sum of One Thousand One Hundred Twenty Five & 96/100 Dollars
in hand paid, CONVEY S AND WARRANT S to The Des Plaines Bank
of 1223 Oakton Street, Des Plaines, Illinois 60018
(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:

That part of Lot 9 in Terrsal Park Subdivision being part of
East 1/2 of North West 1/4 of South East 1/4 of Section 29,
Township 41 North, Range 12 East of the Third Principal Meridian,
in Cook County, Illinois, described as follows:

Beginning on a Line 221.58 feet east of (measured at right
angles) the West line of said lot and 40.89 feet North of the
South line of said Lot; thence Northwesterly along a line forming
an angle of 32 degrees 36 minutes 30 seconds from North to North
West with the last described line extended North, a distance of
132.47 feet; thence Southwesterly along a line forming an angle
of 75 degrees 01 minutes 33 seconds from south east to south
west with the last described line, as distance of 18.63 feet; thence

Southeasterly 155.80 feet to a point a line 221.58 feet (measured
at right angles) East of and parallel with the West Line of
said lot, said point being 7.48 feet north of the south line of
said lot; thence north on said parallel line 33.41 feet to the
place of beginning.

PARCEL 2:

The East 8.0 feet of the West 238.81 feet (both measured
at right angles to the West Line) of the South 35.0 feet of the
North 215.0 feet (both measured at right angles to the North
line) of Lot 9 in Terrsal Park Subdivision being a Part of the
East 1/2 of the Northwest 1/4 of the South East 1/4 of Section 29,
Township 41 North, Range 12 East of the Third Principal Meridian,
in Cook County, Illinois.

PARCEL 3:

Easements as shown on the plat of terrsal park subdivision dated
January 22, 1959 and recorded March 19, 1959 as document 17484786
and plat of correction thereto dated April 24, 1959 and recorded
April 29, 1959 as document number 17523382 and plat of correction
thereto dated June 10, 1959 and recorded June 25, 1959 as document
number 17579957 and as set forth in the declaration of easements
and Exhibit "1" thereto attached made by the Exchange National
Bank of Chicago, Illinois, National Bank Association as
Trustee under Trust Agreement dated December 8, 1959 known as
trust number 9229, dated and recorded June 25, 1959 and as
document number 17579958; and as created by the mortgage from
the Exchange National Bank of Chicago, national banking association,
as trustee under trust agreement dated December 8, 1958 and known
as trust number 9229, to Marshall Savings and Loan Association,
a corporation of Illinois, dated August 10, 1959 and recorded January 22,
1960 as document number 17765238; and as created by the Deed
from the Exchange National Bank of Chicago, National Banking
Association, as trustee under Trust Agreement dated December 8,
1958 known as Trust Number 9229

CHICAGO, ILLINOIS 60601

(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

(Name)

RECORDER'S OFFICE BOX NO. _____

(Address)

ER

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Property of Cook County Recorder's Office

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 Jane Russi justly indebted upon a certain installment note bearing even date herewith, payable

in twelve (12) equal installments of \$93.83 beginning on February 15, 1981

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note... (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, build 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage... (6) to pay all prior insurance 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 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 by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight percent 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 foreclosure hereof—including reasonable attorney's fees, costs 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 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 an application 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.

The name of a record owner is: Jane Russi of said County of the grantee, or of his resignation, refusal or failure to act, then The Des Plaines Bank of said County is hereby appointed to be first successor in the 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 13th day of January, 19 81.

Jane Russi (SEAL)

(SEAL)

RETURN TO: This instrument was prepared by Michael G. Kappos, The Des Plaines Bank 1223 Oakton, Des Plaines, Ill. 60018 (NAME AND ADDRESS)

Return to Box 400

