

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25845566

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Joseph L. Townsend and Linda J. Townsend, his wife, as joint tenants,

(hereinafter called the Grantor), of 1606 Sycamore Place Schaumburg, Illinois 60195  
(No. and Street) (City) (State)

for and in consideration of the sum of Forty Five Thousand Sixty Six and 00/100 Dollars

in hand paid, CONVEYS AND WARRANTS to Security Pacific Finance Corporation

of 1699 East Woodfield Road Suite A-7 Schaumburg, Illinois 60195  
(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 Schaumburg County of Cook and State of Illinois, to-wit:

See Attached:

11.00

COOK COUNTY, ILLINOIS

*Liberty H. Oliver*  
Recorder of Deeds

1981 APR 22 AM 10 00

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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 L. Townsend & Linda J. Townsend, his wife, as joint tenants, justly indebted upon their principal promissory note, bearing even date herewith, payable

In One Hundred and Twenty (120) Monthly Installment Payments on the Ten Forth of each and every Month, Starting May 24, 1981. Each payment should be for Three Hundred Seventy Five Dollars and Fifty Five Cents (\$375.55). The Total Amount Financed is Twenty Thousand Two Hundred Eighteen Dollars and Zero Cents (\$20,218.00). The Total Finance Charge is Twenty Four Thousand Eight Hundred Forty Eight Dollars and Zero Cents (\$24,848.00) which includes Three (3) Points at Eighteen (18) Per Cent, for Six Hundred Twenty Five Dollars and Zero Cents (\$625.00). The Total of Payments is Forty Five Thousand Sixty Six Dollars and Zero Cents (\$45,066.00)

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 grantee 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 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 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 in 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 any decree that may be rendered in such foreclosure proceedings; which proceedings, 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 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.

The name of a record holder is: Joseph L. Townsend & Linda J. Townsend, his wife, as joint tenants

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 Cook County Recorder 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 S this 20th day of April 19 81

*Joseph L. Townsend*  
Joseph L. Townsend

(SEAL)

*Linda J. Townsend*  
Linda J. Townsend

(SEAL)

This instrument was prepared by Security Pacific Finance Corp. 1699 E. Woodfield Rd. Ste A-7  
(NAME AND ADDRESS) Schaumburg, IL 60195

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Susan Schaub, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph L. Townsend & Linda J. Townsend, his  
wife as joint tenants

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 20th day of April, 1981.

(Impress Seal Here)

Susan Schaub  
Notary Public

Commission Expires: My Commission Expires Feb 1, 1985

25845566

BOX 533

BOX No.

SECOND MORTGAGE

Trust Deed

Joseph L. & Linda J. Townsend  
1606 Spaymore Place  
Skokie, Ill. 60076

Return To

SECURITY PACIFIC FINANCE CORP.  
1033 E. Wacker Drive  
Chicago, Ill. 60601

GEORGE E. COLE®  
LEGAL FORMS

PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL SECTION 1; THENCE NORTH 00 DEGREES 19 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 SECTION, 115.39 FEET; THENCE NORTH 90 DEGREES EAST, 112.28 FEET; THENCE SOUTH 00 DEGREES WEST, 10.29 FEET; THENCE SOUTH 90 DEGREES WEST, 36.49 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 20.46 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST, 36.94 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 7.42 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST, 3.12 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 13.04 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST, 9.80 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, 4.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST, 12.93 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 4.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST, 14.21 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, 20.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR WALDEN TOWNHOUSE ASSOCIATION DATED NOVEMBER 2, 1978 AND RECORDED NOVEMBER 2, 1978 AS DOCUMENT 24700075, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE GRANT RECORDED AS DOCUMENT 21218271, THE DECLARATION RECORDED AS DOCUMENT 21218272 AND AS CREATED BY THE DEED RECORDED AS DOCUMENT 21218273, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

END OF RECORDED DOCUMENT