

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25916628

GEORGE E. COLE  
LEGAL FORMS

FW 16/994

THIS INDENTURE, WITNESSETH, That Patrick G. Mueller and Mary Anne Mueller, his wife in joint tenancy (hereinafter called the Grantor), of 1014 W. Maude Arlington Heights Illinois (No. and Street) (City) (State) for and in consideration of the sum of Seven thousand, seven hundred eighty seven and 16/100 Dollars in hand paid, CONVEYS AND WARRANTS to Security Pacific Finance Corp. of 2600 S. River Road - Suite 303 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 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 city of Arlington Heights County of Cook and State of Illinois, to-wit:

LOT 418 IN HASBROOK SUBDIVISION UNIT NUMBER 5, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1960 AS DOCUMENT 17,779,451, ALL IN COOK COUNTY, ILLINOIS.

ALSO COMMONLY KNOWN AS 1014 W. Maude, Arlington Heights, IL 60004

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 Patrick G. Mueller and Mary Anne Mueller, his wife in joint tenancy justly indebted upon one certain principal promissory note bearing even date herewith, payable as follows:

In ninety five (95) equal consecutive monthly installments of One Hundred fifty five and 00/100 dollars (\$155.00) beginning July 29, 1981 and ending on May 29, 1989 or until the above amount is paid in full. The full repayment includes principal and interest for the life of the note is Fourteen thousand, seven hundred twenty five and 00/100 dollars (\$14,725.00) APR 18.15.

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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 each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after the occurrence of 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 interest 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 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 the rate of 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 and 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 its 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, and shall be taxed as costs and included in any deed 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 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 owner is: Patrick G. Mueller and Mary Anne Mueller, his wife in joint tenancy IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,

refusal or failure to act, Patrick G. Mueller 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 23rd day of June, 1981

Patrick G. Mueller (SEAL)  
Mary Anne Mueller (SEAL)

This instrument was prepared by Randall H. Micklev, 2600 S. River Road - Suite 303 - Des Plaines, IL (NAME AND ADDRESS)

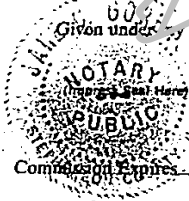
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STATE OF Illinois )  
COUNTY OF Stephenson ) ss.

I, Jane C. Gorence, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick G. Mueller and Mary Anne Mueller, his wife in joint tenancy

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 23rd day of June, 1981



*Jane C. Gorence*  
Notary Public

Commission Expires August 17, 1982

1981 JUN 25 AM 9 21

JUN 25 81 470411 25014020 A = REC 10.00

10.00

BOX No. 15

SECOND MORTGAGE  
Trust Deed

Patrick G. Mueller and Mary Anne Mueller  
1014 W. Maude  
Arlington Heights, IL 60004

TO

Security Pacific Finance Corp.  
2600 S. River Road - Suite 303  
Des Plaines, IL 60016

RETURN TO:

Security Pacific Finance Corp.  
2600 S. River Road - Suite 303  
Des Plaines, IL 60016

GEORGE E. COLE  
LEGAL FORMS  
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END OF RECORDED DOCUMENT