

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25918506

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Herman A. Karl and Mary J. Karl, his wife

(hereinafter called the Grantor), of 14647 Greenwood Dolton, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Thirty Five Thousand Eight Hundred Eight Seven and 20/100 Dollars  
in hand paid, CONVEY AND WARRANT to Evergreen Plaza Bank  
of 9640 South Western Ave. Evergreen Park, 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 Dolton County of Cook and State of Illinois, to-wit:

SEE ATTACHED

11 00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Ludwig K. Olson*  
RECORDER OF DEEDS

1981 JUN 26 AM 10:02

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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 Herman A. Karl and Mary J. Karl, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

to the Evergreen Plaza Bank, Evergreen Park, Illinois; the sum of Thirty Five Thousand Eight Hundred Eighty Seven and 20/100 (35,887.20) Dollars in 120 installments as follows: \$299.06 due on the 30th day of July 1981 and alike sum due on the 30th day of each and every month until this note is fully paid.

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 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 wages of 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 secondarily 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 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 an 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 decrees—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any 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 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: Herman A. Karl and Mary J. Karl, 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 pay, then Evergreen Plaza Bank 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, 19 81

X *Herman A. Karl* (SEAL)

X *Mary J. Karl* (SEAL)

This instrument was prepared by \_\_\_\_\_

(NAME AND ADDRESS)

JUN 26 '81 68-33-890L

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Kenneth C. Schwart, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herman A. Karl and Mary J. Karl, 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 23rd day of June, 19 81



*Kenneth C. Schwart*  
Notary Public

25918506

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
TO  
\_\_\_\_\_

*Mail  
Evergreen Plaza Bank  
9640 S. Western  
Evergreen Park, Ill  
Box 539*

GEORGE E. COLE®  
LEGAL FORMS

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Property

Unit No. 2-101 as delineated on a survey of the following described property: That part of Lots 28 and 29 in the First Addition to Dolton Industrial Park, being a Subdivision of part of the West 1/2 of the North West 1/4 of Section 11, and part of the East 1/2 of the North East 1/4 of Section 10, all in Township 36 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing on the Northeasterly line of said Lot 28, a distance of 109.37 feet South 37 degrees 48 minutes 55 seconds East of the North East corner of said Lot 28; thence North 52 degrees 11 minutes 05 seconds West 164 feet on a line normal to last said line to a point of beginning; thence South 37 degrees 48 minutes 55 seconds East 110.80 feet; thence North 52 degrees 11 minutes 05 seconds East 13.62 feet; thence South 37 degrees 48 minutes 55 seconds East 36.75 feet; thence South 52 degrees 11 minutes 05 seconds West 3.62 feet; thence South 37 degrees 48 minutes 55 seconds East 110.80 feet; thence South 52 degrees 11 minutes 05 seconds West 73.50 feet; thence North 37 degrees 48 minutes 55 seconds West 108.85 feet; thence South 52 degrees 11 minutes 05 seconds West 10.00 feet; thence North 37 degrees 48 minutes 55 seconds West 149.50 feet; thence North 52 degrees 11 minutes 05 seconds East 73.50 feet; to the point of beginning in Cook County, Illinois, which survey is attached as Exhibit "B" to Declaration of Condominium made by LaSalle National Bank, a National Banking Association as Trustee under Trust Agreement dated May 5, 1972 and known as Trust No. 44066 recorded as Document 22685313, together with an undivided 2.052 per cent interest in said parcel (excepting from said parcel all the property and space comprising all the units as defined and set forth in said Declaration and Survey) all in Cook County, Illinois.

GRANTOR grants to GRANTEE, his successors and assigns, all easements appurtenant to the above described land and easements set forth in the Declaration of Easements made by LaSalle National Bank as Trustee under Trust No. 44066 recorded November 14, 1973 as Document Number 22544879 and the GRANTEE makes this conveyance subject to the easements hereby received for the benefit of adjoining parcels which are encompassed herein by reference thereto for the benefit of the land described above and the adjoining parcels.

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**END OF RECORDED DOCUMENT**