

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

26 277 289

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Donald G. Eberl and Charlotte L. Eberl, his wife  
(hereinafter called the Grantor), of 8139 Valley Court Palos Hills, Illinois  
(No. and Street) (City) (State)  
a loan granted to Remont Striker / Langley Corp., an Illinois corporation  
for and in consideration of the sum of THIRTY-THOUSAND AND NO/100 Dollars  
in hand paid, CONVEY AND WARRANT to BANK OF HIGHLAND PARK  
of 1835 First Street Highland Park, Illinois  
(No. and Street) (City) (State)  
and to his successors in trust hereunder 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 Palos Hills County of Cook and State of Illinois, to-wit:

Lot 27 in Palos Meadows, a subdivision of the East 1,338.30 feet (as measured along the Centerline of 11th Street) of that part of the South East 1/4 of Section 14, Township 37 North, Range 12, East of the Third Principal Meridian, lying Southerly of the Centerline of the Calumet Feeder and Northerly of a line parallel with and 660 feet Northerly from the South line of said South East 1/4 (except that part taken for street purposes); also, the West 547.9 feet of the East 1,338.30 feet of the South 660 feet (except the South 375 feet thereof) of the said South East 1/4 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 S. Donald G. Eberl and Charlotte L. Eberl, his wife justly indebted upon contingently their Guaranty ~~principally by promissory note~~ bearing even date herewith, payable ON DEMAND (all pursuant to aforesaid Guaranty)

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1982 JUL -1 AM 10:32

*Sidney K. Olson*  
RECORDER OF DEEDS  
26277289

10.00

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 said land 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 *pro*, 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 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 so 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 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, orlays 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 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 registered owner is:

IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then \_\_\_\_\_ 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<sup>s</sup> and seal<sup>s</sup> of the Grantor<sup>s</sup> this 21st day of June, 1982

*Donald G. Eberl* (SEAL)  
Donald G. Eberl  
*Charlotte L. Eberl* (SEAL)  
Charlotte L. Eberl

This instrument was prepared by Howard Levy, 1835 First St., Highland Park, Ill., 60035  
(NAME AND ADDRESS)

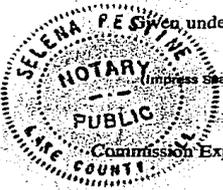
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STATE OF ILLINOIS }  
COUNTY OF COOK Lake } ss.

I, Selena Pestine, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald G. Eberl and Charlotte L. Eberl, 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 Twenty-first day of June, 19 82.  
Selena Pestine  
Notary Public

26 277 289

**BOX 533**

BOX NO.  
SECOND MORTGAGE  
**Trust Deed**

TO

BANK OF HIGHLAND PARK  
1835 FIRST STREET  
HIGHLAND PARK, ILL. 60038

GEORGE E. COLE®  
LEGAL FORMS

**END OF RECORDED DOCUMENT**