

UNOFFICIAL COPY

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Form 2512 H - TRUST DEED - Second Mortgage

Perfection Legal Form & Printing Co., Rockford, Ill.

THIS INDENTURE WITNESSETH, That the Grantor's Paul E. Pelletier and Larrine S. Pelletier, his wife of the Village of Bartlett County of Cook and State of Illinois, for and in consideration of the sum of Eighteen Thousand Five Hundred No/100 (\$18,500.00) DOLLARS, in hand paid, Convey and Warrant to Robert L. Andreasen Trustee, of the Village of Bartlett County of Cook and State of Illinois, to wit:

See Legal Description which is attached hereto and made a part hereof.

THIS IS A JUNIOR MORTGAGE

herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State in which said land is situated. IN WITNESS whereof, the Grantor's aforesaid are

justly indebted upon their principal promissory Note bearing even date herewith payable to the order of

Bartlett Bank & Trust Company, Bartlett, Illinois to secure a note in the principal sum of \$18,500.00 payable as therein stated.

THE GRANTORS covenant and agree as follows: (1) to pay all prior incumbrances and the interest thereon, at the time and place when and where the same shall be or become due and payable; (2) to pay said indebtedness, and the interest thereon as herein and in said notes and coupons provided, or according to any agreement extending time of payment; (3) to pay prior to the time that penalty will attach in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (4) 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; (5) that waste to said premises shall not be committed or suffered; (6) to keep all buildings at any time on said premises insured against loss by fire and tornado to their full insurable value, in companies to be selected by the trustee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss claimable, first, to the first trustee, or mortgagee, and, second, to the trustee herein, as they several interests may appear, which policies shall be deposited and remain with said trustee or mortgagee until this indebtedness shall be fully paid; (7) to keep the said property tenable and in good repair; and (8) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure to pay prior incumbrances, and the interest thereon, so as to incur, to pay taxes or assessments, to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantor, or the holder of said indebtedness may pay such prior incumbrance and the interest thereon, may pay insurance premiums, pay such taxes or assessments, or make and pay for such repairs as he may deem necessary to keep the said premises tenable and in good repair; or discharge or purchase any tax lien or title affecting said premises; or compromise, settle and discharge any mechanic's or other lien attaching to said premises, and all moneys so paid, the grantor agrees, to repay immediately without demand, and the same, with interest thereon from the date of payment at seven 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 of 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 seven per cent per annum shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses and disbursements, paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling an abstract of title showing the whole title to said premises embracing foreclosure decree - shall be paid by the grantor; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that 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 proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, not a release hereof given, until all such fees, expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor, waives all right to the possession of and in or from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereafter expires, and agrees that upon the filing of any bill to foreclose this Trust Deed, a receiver shall upon motion of Solicitor for complainant, without notice, be immediately appointed by the court before which such motion for the appointment of a receiver shall come on for hearing, to take possession in charge of said premises, and collect such income and the same, less receivership expenditures including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either matter so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the application of the principal sum hereby secured or of the purchase money; or to inquire into the validity of any taxes, assessments, tax sales, tax titles, mechanic's or other liens, or titles, or the necessity for repairs, in advancing money as hereinbefore provided.

IT IS FURTHER AGREED, That as further and additional security hereto said grantors agree to assign and by these presents, do assign, all the rents, issues and profits arising or to arise out of said premises to the said grantee herein and authorize him, in his own name, as assignee or otherwise, to receive, sue for or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary, to institute forcible detainer proceedings, to receive possession, to rent and release said premises, or any portion thereof, for such term or terms and on such conditions as he may deem proper, and apply the proceeds thereof. First, to the payment of the expenses and charges against said property; Second, to the payment of interest and expenses of this trust including advancements, if any; and, Third, to the payment of the principal sum hereby secured, rendering the surplus, if any, to the undersigned when the indebtedness hereby secured shall have been fully paid and cancelled.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the trustee, or of his refusal or failure to act, then Z. Jonh Koper of said County, is hereby appointed to be the 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 trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand, S and seal, S, of the grantor, S, this 18th day of June, A.D. 19 85

Paul E. Pelletier (SEAL)

Larrine S. Pelletier (SEAL)

(SEAL)

(SEAL)

(SEAL)

PROPERLY OF COOK

85111110

UNOFFICIAL COPY

PARCEL 1

Part of the East half of the South West quarter of Section thirty three (33), Township forty one (41) North, Range nine (9), East of the Third Principal Meridian, described as follows: Commencing at the South East corner of the said East half of the South West quarter of said Section thirty three (33); thence Westerly along the Southerly line of said Section thirty three (33), seven hundred (700) feet; thence Northerly parallel with the East line of said East half eight hundred (800) feet for a place of beginning; thence Easterly parallel with the Southerly line of said East half along the North line of the real estate conveyed to William Walker by deed recorded on May 23, 1848 as document 14312367, six hundred ten (610) feet to the center line of a private easement (being twenty (20) feet in width, the center line of which is described as follows: Commencing at the South East corner of the East half of the South West quarter of Section thirty three (33), Township forty one (41) North, Range nine (9), East of the Third Principal Meridian, thence North along the East line of said East half nine hundred eighty six (986) feet to the center line of a public highway; thence North sixty nine (69) degrees eleven (11) minutes West sixty six and nine tenths (66.9) feet along the center line of said public highway, for a place of beginning; thence South six (6) degrees twenty four (24) minutes West two hundred sixteen and two tenths (216.2) feet; thence Southerly on a curve to the right having a radius of three hundred forty (340) feet for a distance of one hundred fifty four and three tenths (154.3) feet; thence South thirty two (32) degrees twenty four (24) minutes West eighty four and one tenth (84.1) feet; thence Southerly on a curve to the left having a radius of one hundred fifty five (155) feet, a distance of eighty and five tenths (80.5) feet; thence Southerly on a curve to the right, having a radius of ninety (90) feet for a distance of eighty three and one tenth (83.1) feet; thence Westerly on a curve to the right having a radius of forty (40) feet for a distance of forty seven and nine tenths (47.9) feet to a point on a line three hundred (300) feet West of the East line of the said South West quarter and four hundred thirty seven and two tenths (437.2) feet North of the South line of said South West quarter; thence North six (6) degrees twenty four (24) minutes East two hundred sixteen and two tenths (216.2) feet along the center line of the easement described to the center line of a public highway; thence North sixty nine (69) degrees fifty (50) minutes West two hundred sixty six (266) feet along said center line of said public highway; thence North sixty (60) degrees seven (7) minutes East four hundred thirty five and nine tenths (435.9) feet along said center line of said public highway to a point on a line parallel with and seven hundred (700) feet West of the East line of said East half; thence Southerly, parallel with the Easterly line of said East half five hundred twenty eight and six tenths (528.6) feet to the place of beginning, in Cook County, Illinois.

PROPERTY INDEX NUMBERS

06-33-301-007-0000
 PARCEL 2 SA BLK PCL UNIT

Part of the East half of the South West quarter of Section thirty three (33), Township forty one (41) North, Range nine (9), East of the Third Principal Meridian, described as follows: Commencing at the South East corner of the said East half of the South West quarter of said Section thirty three (33); thence Westerly along the Southerly line of said Section thirty three (33), seven hundred (700.0) feet; thence Northerly parallel with the Easterly line of said East half, six hundred (600.0) feet for a place of beginning; thence Northerly parallel with the said Easterly line two hundred (200.0) feet; thence Easterly parallel with the Southerly line of the said East half, six hundred ten (610.0) feet to the center line of a private easement (being twenty (20) feet in width, the center line of which is described as follows: Commencing at the South East corner of the East half of the South West quarter of Section thirty three (33), Township forty one (41) North, Range nine (9), East of the Third Principal Meridian; thence North along the East line of said East half nine hundred eighty six (986.0) feet to the center line of a public highway; thence North sixty nine (69) degrees, eleven (11) minutes, West sixty six and nine tenths (66.9) feet along the center line of said public highway for a place of beginning; thence South six (6) degrees twenty four (24) minutes West two hundred sixteen and two tenths (216.2) feet; thence Southerly on a curve to the right having a radius of three hundred forty (340.0) feet, for a distance of one hundred fifty four and three tenths (154.3) feet; thence South thirty two (32) degrees, twenty four (24) minutes West eighty four and one tenth (84.1) feet; thence Southerly on a curve to the left having a radius of one hundred fifty five (155.0) feet, a distance of eighty and five tenths (80.5) feet; thence Southerly on a curve to the right, having a radius of ninety (90.0) feet for a distance of eighty three and one tenth (83.1) feet; thence Westerly on a curve to the right having a radius of forty (40.0) feet for a distance of forty seven and nine tenths (47.9) feet, to a point on a line three hundred (300.0) feet West of the East line of the said South West quarter, and four hundred thirty seven and two tenths (437.2) feet North of the South line of the said South West quarter; thence Southerly and Westerly along the center line of the easement described above to a point on a line three hundred (300) feet West of the East line of said East half of said South West quarter, four hundred thirty seven and two tenths (437.2) feet North of the South line of the said East half of the South West quarter of said Section thirty three (33); thence North on a said line forty four (44.0) feet to a point four hundred eighty one and two tenths (481.2) feet North of the South line of said South West quarter; thence North West four hundred fifteen and three tenths (415.3) feet to the place of beginning, in COOK COUNTY, ILLINOIS.

06-33-301-003-0000

Property

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Office

Handwritten signature