

# UNOFFICIAL COPY

FORM NO. 22 02  
APRIL 1980

86-173339

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH that George M. Rieckhoff III and Betty L. Rieckhoff A/K/A George M. Rieckhoff and Betty Lynn Rieckhoff

(hereinafter called the Grantor), of  
816 W. Bartlett Road Bartlett Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Fifty-Nine Thousand Six Hundred Twenty-Nine and 17/100----- Dollars

in hand paid, CONVEY AND WARRANT to  
Gary-Wheaton Bank  
of 120 East Wesley Street Wheaton Illinois  
(No. and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

See Schedule "A" attached for legal description.

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 is justly indebted upon a certain principal promissory note bearing even date herewith, payable in full, principal and interest.

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 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 trustee of Mortgagee, and second, to the Trustee herein as their interests may appear*, which policies shall be left and remain with the said Mortgagee 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 of the premises, then 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at \_\_\_\_\_ 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 \_\_\_\_\_ per cent per annum, shall be recoverable by foreclosure, or by suit at law, or both, the same as if said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements and/or incurred in behalf of plaintiff in connection with the foreclosure hereof including reasonable attorney's fees, outlays for documentary expenses, stenographer's charges, cost of procuring or completing a tract 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, when the 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 cost 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 person 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 said premises.

The name of a record owner is George M. Rieckhoff III and Betty L. Rieckhoff A/K/A George M. Rieckhoff and Betty Lynn Rieckhoff

IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, refusal or failure to act, then

Gary-Wheaton 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 of 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.

This trust deed is subject to a first mortgage (Gary-Wheaton Bank) in the amount of \$55,131.03.

Witness the hand and seal of the Grantor this 26th day of

April 19 86  
George M. Rieckhoff III and Betty L. Rieckhoff  
A/K/A George M. Rieckhoff and Betty L. Rieckhoff (SEAL)

Please print or type name(s) below signature(s)

George M. Rieckhoff (SEAL)  
Betty L. Rieckhoff

This instrument was prepared by Anne Amore for Gary-Wheaton Bank / 120 E. Wesley Wheaton, IL (NAME AND ADDRESS)

86-173339

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STATE OF Illinois }  
COUNTY OF DuPage } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George M. Rieckhoff III and Betty L. Rieckhoff A/K/A George M. Rieckhoff and Betty Lynn Rieckhoff

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 26th day of April, 19 86.

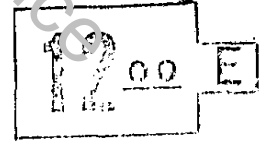
(Impress Seal Here)

Anne Amore  
Notary Public

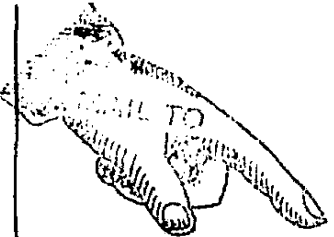
Commission Expires 12/27/87

-86-173339

Property of Cook County Clerk's Office



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



MAIL TO: Anne Amore  
Gary-Wheaton Bank  
120 E. Wesley St.  
Wheaton, IL 60187

April 26, 1986

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## SCHEDULE "A"

### LEGAL DESCRIPTION:

#### PARCEL 1:

The East 10 feet of the West 490 feet of Lot 22 (except the South 50 feet) in County Clerk's Division of unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

The East 140 feet of the West 480 feet of Lot 22 (except therefrom the South 200 feet) in County Clerk's Division of unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 3:

The East 70 feet of the West 480 feet of the South 200 feet of Lot 22 (except that part conveyed to County of Cook by deed as Document No. 14363569 in County Clerk's Division of Unsubdivided lands in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 4:

A part of Lot 3 in Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at the South West corner of the North West Quarter of said Section, thence East 12.21 chains, thence North to the South line of Chicago, Milwaukee and St. Paul Railroad right of way, thence Northwesterly along the South line of said railroad to the West line of the North West Quarter, thence South along the West line of said Section 34 to the place of beginning (excepting therefrom that part of said premises lying South of the North line of the premises conveyed to the County of Cook by deed dated June 22, 1948 and recorded July 21, 1948 as Document 14363569, and also excepting therefrom the West 490 feet, as measured along the South line) also known and described as: Lot 22 (except that part lying South of the North line of the premises conveyed to the County of Cook by deed dated June 22, 1948 and recorded July 21, 1948 as Document 14363569 except the West 490 feet, as measured along the South line) in County Clerks Division of Unsubdivided Lands in Section 34, aforesaid, all in Cook County.

2 MAY 26 10:32

PARCEL 3 - Permanent Parcel No. 06-34-100-019 Vol. 061

PARCEL 1, 2, and 4 - Permanent Parcel No. 06-34-100-021 Vol. 061

*EP*

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Property of Cook County Clerk's Office

11-20-2011