

# UNOFFICIAL COPY

FORM NO. 2202  
April 1960

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

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

87521915

THIS INDENTURE WITNESSETH, that Thomas L. Keller and Evy L. Stein Keller, his wife

(hereinafter called the Grantor), of

366 Bateman Circle Barrington Hills Illinois

for and in consideration of the sum of Fifty thousand & 00/100 Dollars

in hand paid, CONVEY AND WARRANT to Avenue Bank Northwest

of P.O. Box 48-283 Niles Illinois

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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

(SEE 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 their principal promissory note, bearing even date herewith, payable

in 11 monthly installments of \$416.66 beginning on October 10, 1967 with a final payment of the principal balance plus interest due on September 10, 1968.

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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 notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments on said premises, and on demand to exhibit receipts thereof; (3) within sixty days after destruction or damage to, or loss or failure to restore all by fire or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings on or at any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to cause such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the holder of the first mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said 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 become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the price of incumbrances, or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or the price of purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all such payments shall be paid by the Grantor to repay immediately without demand, and the same with interest thereon from the date of payment at 10 per cent per annum, plus such additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements herein, the principal and interest on 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 10 percent per annum, shall be recoverable by foreclosure and sale, 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 incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary stamps, stenographer's charges, cost of preparing a complete abstract showing the whole title of said premises embracing foreclosure deed, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any lien on 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 on 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 cost of suit, including attorney's fees, have been paid. The Grantor or the Grantor and 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 Thomas L. Keller and Evy L. Stein Keller, his wife

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

Avenue Bank Northwest 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

Witness the hand and seal of the Grantor this 10th day of September 1967

Thomas L. Keller (SEAL)

Please print or type name(s) below signature(s)  
Evy L. Stein Keller (SEAL)

This instrument was prepared by Avenue Bank Northwest, P.O. Box 48, 283 Niles, Illinois  
(NAME AND ADDRESS)

*[Handwritten scribbles and signatures on the right margin]*

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas L. Keller and Evy L. Stein Keller, 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 10th day of September, 19 87.

(Impress Seal Here)

[Signature]  
Notary Public

Commission Expires March 30, 1988

24 SEP 87 10:38

87-521915 A - 13.00

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SECOND MORTGAGE  
Trust Deed

TO

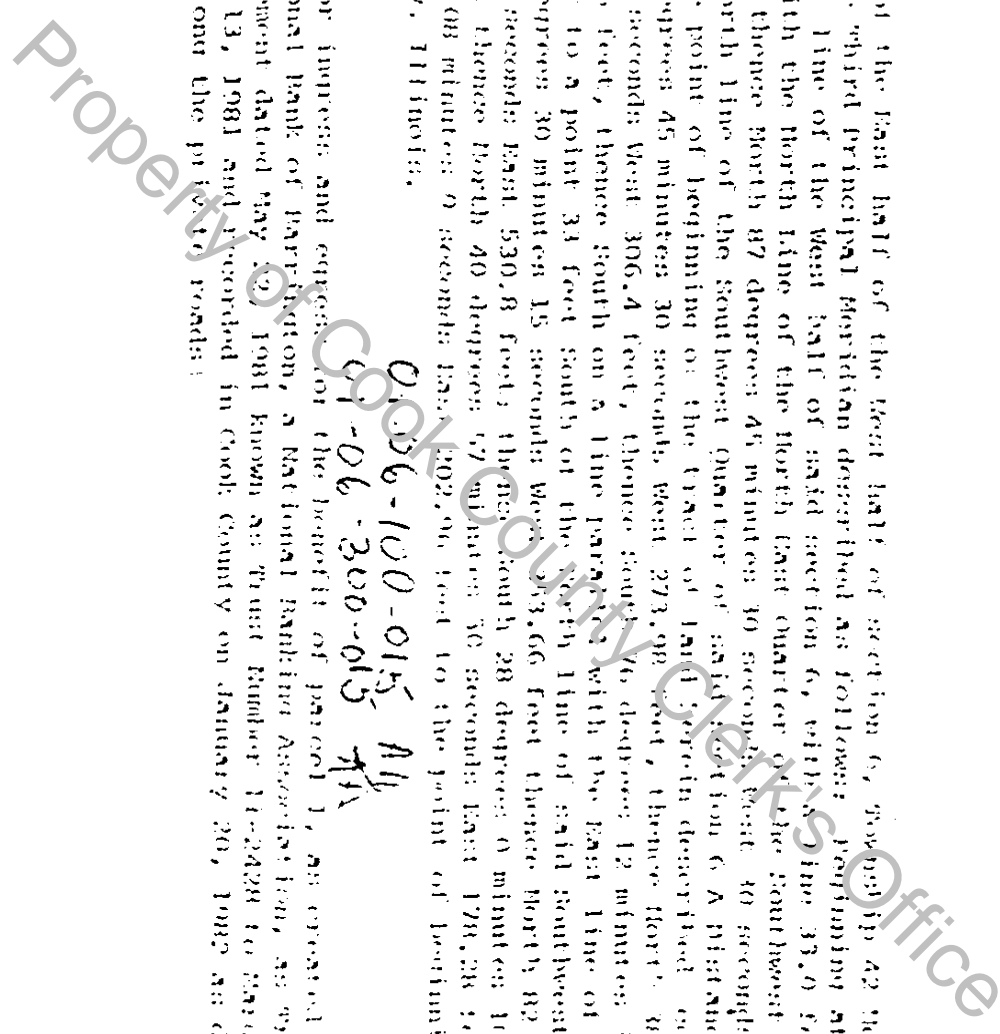
87-521915

#13.00/E

That part of the East half of the West half of section 6, Township 42 North, Range 9, East of the third principal meridian described as follows: Beginning at the intersection of the East line of the West half of said section 6, with a line 33.0 feet South of and parallel with the North line of the North East quarter of the Southwest quarter of said section 6; thence North 87 degrees 45 minutes 30 seconds West 30 seconds from Parcel 1; with the North line of the Southwest quarter of said section 6 a distance of 146.01 feet to the point of beginning of the tract of land herein described containing thence North 87 degrees 45 minutes 30 seconds West 273.98 feet, thence North 88 degrees 0 minutes 30 seconds West 306.4 feet, thence South 76 degrees 12 minutes 30 seconds West 212.26 feet, thence South on a line parallel with the East line of said West half 175.44 feet to a point 33 feet South of the North line of said Southwest quarter; thence South 26 degrees 30 minutes 15 seconds West 253.66 feet thence North 82 degrees 34 minutes 40 seconds East 530.8 feet; thence South 28 degrees 0 minutes 10 seconds East 19.28 feet, thence North 40 degrees 57 minutes 50 seconds East 178.28 feet, thence North 59 degrees 08 minutes 0 seconds East 102.96 feet to the point of beginning. All in Cook County, Illinois.

01006-100-015, All  
 01-06-300-015, All

Parcel 2  
 Encumbrance for interest and egress for the benefit of parcel 1, an easement for road from First National Bank of Barrington, a National Banking Association, as grantor under Trust Agreement dated May 12, 1981 known as Trust Number 11-2428 to Parcel 2, Parcel 1, dated July 13, 1981 and recorded in Cook County on January 20, 1982 an document 26 117 646, over and along the private roads.



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