

UNOFFICIAL COPY

This Indenture WITNESSETH, That the Grantor Samuel Keller and Kay Keller, husband and wife

of the City of Mt. Prospect County of Cook and State of Illinois

for and in consideration of the sum of Sixteen Thousand Three Hundred and no/100----- Dollars

in hand paid, CONVEY and WARRANT to George J. Zannis, as Trustee

of the City of Rockford County of Winnebago and State of Illinois 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, 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

State of Illinois to-wit:

Lot 4 in Kathcon Subdivision, being a Resubdivision of part of Lot 'K' in Kirchoff's Subdivision, being a Subdivision of the North West 1/4 of the North West 1/4 and the North 10 chains of the South West 1/4 of the North West 1/4 of Section 11, Township 41 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded July 21, 1987 as Document 87400753, in Cook County, Illinois.

This is a junior lien.

06-11-102-008  
1439 Bonita Avenue  
Mount Prospect, IL 60056

Hereby releasing and waiving this 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 Samuel Keller and Kay Keller, husband and wife justly indebted upon one principal promissory note bearing even rate herewith in the sum of

Sixteen Thousand Three hundred and no/100----- \$ 16,300.00 payable

THIS TRUST DEED IS SUBORDINATE TO THE MORTGAGE DATED DECEMBER 29, 1988, AND RECORDED DECEMBER 30, 1988, AS DOCUMENT NO. # 88601612.

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at Midland Financial Corp.

or such other place as the legal holder hereof may from time to time in writing appoint.

THE GRANTOR'S covenant and agree as follows: (1) to pay the principal and the interest thereon as herein and in said notes and coupons provided, or according to any agreement, contract, note or promissory instrument, (2) to pay prior to the time that penalty will attach in a 1 year, all taxes and assessments against said premises and to cause to be paid and 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 on said premises shall not be committed or suffered and that all buildings and improvements on said premises insured against loss by fire and tornado to the full insurable value in compliance with the requirements of the holder of said indebtedness and deliver to the said holder of said indebtedness the insurance policy which shall insure all loss to be applied in reduction of said indebtedness, (5) to keep the said property tenable and in repair, to cause to be paid the cost of any mechanics or other lien to attach to said premises, in the event of failure so to insure, to pay taxes, to cause to be paid the cost of any mechanics or other lien to attach to said premises, or to prevent mechanics or other liens attaching to said premises, the grantor, in the event of said indebtedness, may procure such insurance, or pay such taxes or assessments, or make such repairs as he may deem necessary to keep the property in good repair, or to prevent mechanics or other liens attaching to said premises, and to pay the cost of such insurance, taxes or assessments, or repairs, or to repair immediately without demand, and the same with interest thereon from the date of default at 15 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 of the grantor, the principal and interest thereon, including principal and all earned interest, shall at the option of the legal holder hereof, without notice, be immediately due and payable, and with interest thereon from time of such breach, at 15 per cent per annum shall be paid, same by foreclosure, or by suit at law or both the same as if all of said indebtedness had then matured by express term.

IT IS AGREED that all expenses and disbursements paid or incurred in heretofore stated or hereinafter stated, in with the foreclosure hereof, including reasonable solicitor's fees, attorney's fees, documentary stamp duty, and the cost of preparing or completing an abstract of title showing the whole title to said premises including the estate of the grantor, shall be paid by the grantor. It is further agreed that the like expenses and disbursements occasioned by any suit or proceeding, whether the grantor, or the holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. That all taxes, assessments and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any foreclosure sale. The grantor waives all right to the possession of and in one third of said premises, including such foreclosing and until the period of redemption from the sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed a Receiver shall upon motion of the holder of the promissory note, be immediately appointed by the court before which such motion for the appointment of a receiver shall be made, to take possession of and collect such moneys, and the same less receiver's expenses, including the party insuring proceeds, taxes, assessments, and his commissions, to pay to the person entitled thereto in accordance with the provisions hereof. In the event of the appointment of any receiver, or sale, or any foreclosure proceeding, in payment or satisfaction of any indebtedness secured hereon, the receiver's report shall state that the same be paid to the person entitled thereto, into the Master's or Commissioner's safe. A bond on application for receiver is hereby expressly waived and it shall not be a condition of any sale, or of the proceeds of the sale, or of any purchase 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, mechanics or other liens or titles, or the necessity for repairs in advancing money as heretofore provided.

IN THE EVENT of the death, inability, removal or absence from said Winnebago County of the grantor or of his refusal or failure to act, then Richard K. Ohlinger said County is hereby appointed to be the first successor in this trust, and for any like cause said first successor shall be the person who shall then be the acting Receiver 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 have and shall vest the party entitled thereto in the same his reasonable charges.

WITNESS the hand and seal of the grantor this \_\_\_\_\_ day of \_\_\_\_\_ 1988.

(SEAL) Samuel Keller (SEAL)  
(SEAL) Kay Keller (SEAL)

88601613

10803 6517

# TRUST DEED

No. \_\_\_\_\_

Samuel Keller  
and

Kay Keller  
TO

George J. Zannis, as Trustee

# UNOFFICIAL COPY

STATE OF

County }  
SS. No. \_\_\_\_\_

This instrument was filed for record in the Recorder's  
Office of \_\_\_\_\_ County aforesaid, on the  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Book  
\_\_\_\_\_ on Page \_\_\_\_\_

RECORDER

Prepared by and return to:

George J. Zannis  
Midland Financial Corp.  
415 South Mulford  
Rockford, Illinois 61108

BOX 3897 CL

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

Property of Cook County Clerk's Office

88601613

1988 OCT 30 PM 2:08

COOK COUNTY, ILLINOIS

My Commission Expires \_\_\_\_\_

DO HEREBY CERTIFY, that Samuel Keller, and Kay Keller,  
in and for, and residing in said County, in the State aforesaid  
personally known to me to be the same person S whose name S subscribed  
to the foregoing instrument, appeared before me this day in person and ac-  
knowledged that they, signed, seal 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 seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_

81910988

County of \_\_\_\_\_

STATE OF Illinois }  
SS. \_\_\_\_\_