

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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90198327

THIS INDENTURE WITNESSETH, That Dorothy H. Kreuse  
and Kathleen A. Kreuse (S)

(hereinafter called the Grantor), of

7503 Douglas Avenue \_\_\_\_\_, Illinois  
(No and Street) (City) (State)

for and in consideration of the sum of Twelve thousand nine  
hundred thirty-nine and 50/100 Dollars

in hand paid, CONVEY AND WARRANT to

Jardine Co., Inc.  
of P.O. Box 100 \_\_\_\_\_, 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 \_\_\_\_\_ and State of Illinois, to wit \_\_\_\_\_ of Section 12, Township \_\_\_\_\_, Range \_\_\_\_\_, Meridian, in Cook County, Illinois.

Above Space For Recorder's Use Only

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

Permanent Real Estate Index number(s): \_\_\_\_\_

Address(es) of premises: \_\_\_\_\_

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements hereon  
WHEREAS, The Grantor is justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable  
monthly installments of \$14.40  
to continue until \_\_\_\_\_  
Local Final \_\_\_\_\_  
been \_\_\_\_\_

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as set forth 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 reconstruct buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste to said premises shall not be committed; (5) To keep all buildings now or at any time on said premises insured in companies to be selected by the trustee hereon, who as hereinafter provided to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the Trustee or Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be kept and remain with the said Mortgage or Trustee until the indebtedness is fully paid; (6) To pay all prior incumbrances, and the interest thereon at the time of their maturity, which shall be due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments or of the prior incumbrances, the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or may charge or purchase any tax lien of title affecting said premises or pay all prior incumbrances, and the interest thereon from time to time, and the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment \_\_\_\_\_ 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 accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from the date of such breach at \_\_\_\_\_ per cent per annum, shall be recoverable by foreclosure of the note, 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, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts covering 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 a 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 party claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: \_\_\_\_\_ US: \_\_\_\_\_

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Dorothy H. Kreuse (SEAL)

Please print or type name(s) below signature(s)  
Kathleen A. Kreuse (SEAL)

This instrument was prepared by \_\_\_\_\_ (NAME AND ADDRESS)

PROPERTY OF COOK COUNTY  
90198327  
SECOND MORTGAGE

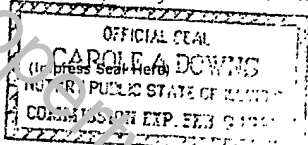
90198327

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Carole A. Downs, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald H. Kreush and Kathleen A. Kreush personally known to me to be the same person s 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 official seal this 2nd day of April, 1990.



*Carole A. Downs*  
Notary Public

Commission Expires 2-9-91

90199327

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

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office