

TRUST DEED

SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

98679368

THIS INSTRUMENT WITNESSETH That Richard J. Kaempfer and Bridget H. Kaempfer, Husband and Wife

(hereinafter called the Grantor), of 303 N. Elmhurst Ave., Mt. Prospect, IL

for and in consideration of the sum of Ten and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to Hildegard Kaempfer 810 S. Can-Dota, Mt. Prospect, IL

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:

BOX 370

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: 303 N. Elmhurst Ave., Mt. Prospect, IL 60056

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable as follows:

The sum of \$40,000.00 with interest at the rate of 7.5% amortized over 30 years resulting in 360 payments of \$279.69.

Pin#: 03-34-304-010

ATGF, INC

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as set forth 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 or on all 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 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 first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first mortgagee or 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 or the interest thereon 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 money 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 5% per cent per annum, shall be recoverable by foreclosure thereon, 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 fees, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor, and the like expenses and disbursements, assumed 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 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 a credit 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 coming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Richard J. & Bridget H. Kaempfer

IN THE EVENT of the death of the Grantor, or of his resignation, refusal or failure to act, then and for any like cause, and his 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 first successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantor or his successor in trust shall release, and the title to the property, entitled, on receiving his or her reasonable charges.

This trust deed is subordinate to any prior mortgage of record placed against the property.

Witness the hand and seal of the Grantor this 19 day of

Richard J. Kaempfer (SEAL)
Bridget H. Kaempfer (SEAL)

Please print or type names (if below signature)

This instrument was prepared by Hegarty, Kewool + Lynch 301 W. Touhy Ave. Park Ridge, IL 60068

Property of Cook County ATGF, INC A SECOND MORTGAGE

7.5
22

98679368

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Claire B. Lynch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Kaempter and Bridget H. Kaempter

personally known to me to be the same person S whose name S 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 23rd day of August, 1996.

OFFICIAL SEAL
Claire B. Lynch
Notary Public State of Illinois
My Commission Expires May 13, 1997

Claire B. Lynch
Notary Public

Commission Expires May 13, 1997

Property of Cook County Clerk's Office

BOX No. 98675J68

SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

LOT 12 IN BLOCK 4 IN HILL CREST, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 2 AND 7/8 ACRES THEREOF) OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH 23.5 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE WEST 295.1 FEET OF THE SOUTH 295.1 FEET LYING NORTH OF THE SOUTH 543 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34) ALL IN COOK COUNTY, ILLINOIS.

03-34-304-010-0000

36879.08
8PS 049

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96879.68