

UNOFFICIAL COPY

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RIDER ATTACHED TO ~~MEMORANDUM~~
TRUST DEED AND MADE A PART HEREOF
TO THAT CERTAIN NOTE DATED September, 1985
MEADOWS CREDIT UNION, AS MORTGAGEES
("TRUSTEE"), AND Robert A. Kargl and
Sally Ann Kargl, his wife
AS MORTGAGORS ("GRANTORS").

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including, but not limited to, conveyance by deed or assignment of beneficial interest or Articles of Agreement for Deed or Installment Contract for Deed, so long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Installment Note.

Notwithstanding anything contained herein, and to the extent fully allowed by law, the holder of the Note, MEADOWS CREDIT UNION, shall have the option at the end of the third, sixth and ninth years of the term of this loan, which dates shall coincide with the third, sixth and ninth anniversary dates of the execution of the Indenture for Trust Deed and Installment Note, to demand payment in full of the principal of that Note then due, and all accrued and earned interest on that date. Notice shall be given to Mortgagor ("Grantor") as provided elsewhere in the Installment Note or Indenture for Trust Deed Second Mortgage. All other notices are herein waived.

Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

Robert A. Kargl
Robert A. Kargl

Sally Ann Kargl
Sally Ann Kargl

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Property of Cook County Clerk's Office

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TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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

THIS INDENTURE WITNESSETH, that Robert A. Kargl and Sally Ann Kargl, his wife

(hereinafter called the Grantor), of

2537 Walters Ave., Northbrook, IL 60062

(No. and Street)

(City)

(State)

for and in consideration of the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars

in hand paid, CONVEY AND WARRANT to Meadow Credit Union, an IL corp. incorp. under the IL Credit Union Act, 1801-A Hicks Rd., Rolling Meadows, IL 60008

(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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

That part of the North Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 9, Town 42 North, Range 12, East of the Third Principal Meridian, as described: Beginning at a point which is 131.88 feet East of the West line of the said Southeast Quarter (1/4) of the Southwest Quarter (1/4) and 30 feet South of the North Line of the said Southeast Quarter (1/4) of the Southwest Quarter (1/4) thence East parallel with the North line of the said Southeast Quarter (1/4) of Southwest Quarter (1/4) 65.93 feet; thence South parallel with the West line of the said Southwest Quarter (1/4) of the Southwest Quarter (1/4) 220 feet; thence West along a line parallel with the North line of the said Southeast Quarter (1/4) of the southwest Quarter (1/4) 65.93 feet to a line 131.88 feet East of and parallel to the West line of said Southeast Quarter (1/4) of the Southwest Quarter (1/4); thence North on said parallel line to the place of beginning.

Hereby releasing IN TRUST, re WHEREAS, T

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to Meadow Credit Union in the principal amount of \$20,000.00, payable in 120 installments of \$308.85 (which includes single credit life), bearing interest at the rate of 13% per annum, as per the tenor of the said Installment Note, subject to a call provision contained in the attached Rider.

2537 Walters Ave., Northbrook, IL
04-09-32-632-000

NOTE IDENTIFIED

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 to insure 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 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 13% 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 by 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 13% per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same (if a) 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 documents, evidence, 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, occasioned by any suit or proceeding wherein the grantee or any holder of a 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 decree of sale shall have been entered or not, shall not be dismissed, nor released hereof given, until all such expenses and disbursements, and the costs 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 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 Robert A. Kargl and Sally Ann Kargl, 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 Chicago Title & Trust Company 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 first mortgage of Fairfield Savings & Loan Association

Witness the hand S and seal S of the Grantor this 30th day of September, 1985.

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

Robert A. Kargl (SEAL)
Sally Ann Kargl (SEAL)

MAIL TO: This instrument was prepared by Joel Goldman, 2 Crossroads of Commerce, Suite 560, Rolling Meadows, Illinois 60008

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Joel Goldman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Kargl and Sally Ann Kargl, his wife

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 30th day of September, 1985.

(Impress Seal Here)

Joel Goldman
Notary Public

Commission Expires 2-2-88

Identification No. <u>4364</u>
Meadows Credit Union, Trustee
BY: <u><i>Joel Goldman</i></u>

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346979

OCT 16 9 30 PM '85

REGISTRAR OF TITLES

Joel Goldman
Attorney at Law
2 Crossroads of Commerce
Rolling Meadows, Ill. 60088

BOX No. _____

SECOND MORTGAGE
Trust Deed

ROBERT A. KARGL

and

SALLY ANN KARGL

TC

MEADOWS CREDIT UNION

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

SECOND MORTGAGE
Trust Deed

BOX No.

ROBERT A. KARGL

and

SALLY ANN KARGL

TO

MEADOWS CREDIT UNION

GEORGE E. COLE
LEGAL FORMS

1027883

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346929

OCT 16 9 30 PM '85
REGISTRAR V. OF TITLES

BY: <i>[Signature]</i>
Meadows Credit Union, Trustee
Identification No. 4364

Commission Expires 7-1-88

(Impress Seal Here)

Given under my hand and official seal this 30th day of September, 1985

[Signature]
Notary Public

I, Joel Goldman, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Robert A. Kargl and Sally Ann Kargl, his wife personally known to me to be the same person whose name 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.

STATE OF Illinois)
COUNTY OF Cook)
SS.)

Property of Cook County Clerk's Office

Joel Goldman
Notary at Law
2 E. Riverside of Cook County
Building Windsor, IL 60092