

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)  
**UNOFFICIAL COPY**

3515376

THIS INDENTURE WITNESSETH, that Daniel G. Theisen  
and Carol J. Theisen, his wife,

(hereinafter called the Grantor), of  
4452 Church III Dr, Richton Park, IL 60471

for and in consideration of Six Thousand Four Hundred and No/Cents Dollars  
Matteson  
MATTESON BANK, an Illinois Banking Corporation  
of Rt. 30 & Kostner Av., Matteson, 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

Commonly known as  
4452 Church III Dr,  
Richton Park, IL  
PIN # 31-27-316-026  
File

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 to 6,500.00 principal promissory note bearing even date herewith, payable  
in 60 months of principal and interest to mature on 5-15-92

This Trust Deed covers all renewals, conversions, or extensions of the promissory  
note mentioned above.

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 restore 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 said 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 11.50 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 11.50 per cent per annum, shall be recoverable by foreclosure thereof, 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 conducting 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 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 decree of sale shall have been entered or not, shall not be dismissed, nor shall the use 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 same.

The name of a record owner is Daniel G. Theisen and Carol J. Theisen, his wife  
Cook  
Chicago Title and Trust Company  
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.

Witness the hand<sup>s</sup> and seal<sup>s</sup> of the Grantor this 2nd day of May 1987

*Daniel G. Theisen* (SEAL)  
Daniel G. Theisen  
*Carol J. Theisen* (SEAL)  
Carol J. Theisen

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

This instrument was prepared by Lynne Tunoy, Matteson Richton Bank, Rt 30 & Kostner Ave.  
(NAME AND ADDRESS) Matteson, IL 60443

RECORDED

3515376

# UNOFFICIAL COPY

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 Daniel G. Theisen and Carol J. Theisen, his wife,

personally known to me to be the same person <sup>5</sup> whose name <sup>5</sup> 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 May, 1987

(Imprint Seal Here)

*Vera J. Staal*  
Notary Public

Commission Expires My Commission Expires March 7, 1989

— LOT FOUR HUNDRED EIGHTY EIGHT— (488) —

In Richton Hills 2nd Addition, being a Subdivision of part of the Southwest Quarter (4) of Section 27, Township 35 North, Range 15, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on February 4, 1969, as Document Number 2434295, and Surveyor's Certificate of Correction thereof registered March 12, 1969, as Document Number 2439592, and Surveyor's Certificate of Correction thereof registered on May 6, 1969, as Document Number 243954.

RECORDED  
INDEXED  
MATTESON  
1700049  
1  
SECOND MORTGAGE  
Trust Deed

3615376

Daniel G. Theisen and

Carol J. Theisen, his wife

TO

Matteson-Richton Bank

3615376

Rt. 30 & Kostner Av., Matteson, Ill.

Submitted by \_\_\_\_\_

Address Park, Ill. 60471

Promised \_\_\_\_\_

Delivered \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Deed in \_\_\_\_\_

Address \_\_\_\_\_

Notified \_\_\_\_\_

MATTESON-RICHTON BANK

RT. 30 at KOSTNER AVE.

MATTESON, ILLINOIS 60443

GEORGE E. COLE  
LEGAL FORMS