

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 21 503 653  
JANUARY, 1968

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That \_\_\_\_\_  
James L. Lee and Marilyn A. Lee, his wife,  
 (hereinafter called the Grantor), of the Village of Hoffman Estates County of Cook  
 and State of Illinois for and in consideration of the sum of  
Six Thousand seven hundred fifty three and no/100 (\$6,753.00) Dollars  
 in hand paid, CONVEY AND WARRANT to State National Bank, 1603 Orrington Avenue,  
 of the City of Evanston County of Cook 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 fol-  
 lowing 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 Village  
 of Hoffman Estates County of Cook and State of Illinois, to-wit:  
 \_\_\_\_\_  
Lot Five (5) in Block One Hundred Nineteen (119)  
in Hoffman Estates 1X in Section 16, Township 41  
North, Range 10, East of the 3rd Principal Meridian,  
in Cook County, Illinois.

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 James L. Lee and Marilyn A. Lee, his wife,  
 justly indebted on their principal promissory note, bearing even date herewith, payable  
 to the State National Bank and payable in Sixty (60)  
consecutive monthly installments of \$112.55 beginning  
with the installment due on the 20th day of July, 1969  
and a final installment of \$112.55 due on the 20th day  
of June, 1974.

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending the time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) to repair within 30 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 on companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and secondly 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 be 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 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 seven per cent per annum shall be so much additional indebtedness secured hereunder.

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 seven 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, costs for documentary 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 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 a first lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether 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 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 of 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 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then State National Bank 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 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 and seal of the Grantor, this 12th day of June, 1969

James L. Lee (SEAL)  
Marilyn A. Lee (SEAL)

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Harry H. Windelborn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

James L. Lee and Marilyn A. Lee, his wife

personally known to me to be the same persons 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.

Hand and notarial seal this 12th day of June, 19 69

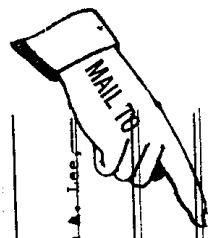


*Harry H. Windelborn*  
Notary Public

SIEMENS & HANSON

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JUN-8-71 243146 • 21503653 • A — Rec 5.00

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
James L. Lee and Marilyn A. Lee,  
his wife, TO  
State National Bank  
1603 Orrington Ave., Evanston, Illinois



21503653  
GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office