

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

21 309 209

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That  
James C. Hoffman and Orvetta M. Hoffman, his wife  
 (hereinafter called the Grantor), of the \_\_\_\_\_ of \_\_\_\_\_ County of Cook  
 and State of Illinois for and in consideration of the sum of  
One Thousand Seven Hundred Fifty-two and 96/100ths\*\*\* Dollars  
 in hand paid, CONVEY AND WARRANT to First Bank and Trust Company, Palatine, Illinois  
 of the \_\_\_\_\_ of \_\_\_\_\_ 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  
 of \_\_\_\_\_ County of Cook and State of Illinois, to-wit:

That part of Section 2, Township 42 North, Range 10, East of the Third Principal  
 meridian, described as follows: Beginning on the North line of the South half of  
 the North East corner of Section 2, aforesaid 1547.19 feet West of the North East  
 corner of the South half of the North East quarter of said Section thence South  
 parallel with the East line of said Section 416 feet to place of beginning; thence  
 South parallel with the East line of said Section 304.73 feet thence North Westerly  
 on a line that forms an angle of 100 degrees 4 one-half minutes to right with a  
 prolongation of last described course for a distance of 76.17 feet thence North  
 parallel with the East line of said Section 291.95 feet thence East parallel to  
 the North line of the South half of the North East quarter of said Section,  
 75 feet to the place of beginning, 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 C. Hoffman and Orvetta M. Hoffman, his wife are  
 justly indebted upon one principal promissory note bearing even date herewith, payable

in twenty-three (23) successive monthly instalments of \$73.04 each and a final  
 instalment, which shall be \$73.04 beginning on December 1st, 1970, and thereafter  
 on the same day of each subsequent month until paid in full. It is intended  
 that this instrument shall also secure for a period of five years, any extensions  
 or renewals of said loan up to a total amount of \$1,752.96.\*\*\*\*\*

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 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 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 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-  
 brances, 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 payment of 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 seven 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 seven per cent per annum, shall be recoverable by foreclosure hereof, 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 said lien in connection with the fore-  
 closure hereof—including reasonable attorney fees, and charges for documentary evidence, stenographer's charges, cost of procuring or com-  
 pleting 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 dec-  
 ree of sale shall have been entered, or shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and  
 the costs of suit, including attorney fees, have been paid. The Grantor for the Grantor and for the heirs, executor, 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 a complaint to foreclose this Trust Deed, the court in which such complaint is filed, on or after the date of such  
 notice to the Grantor, shall appoint a receiver to take possession and 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 William W. Heise, Jr. 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 Receiver  
 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 S. this 22nd day of October 19 70

James Hoffman (SEAL)  
Orvetta Hoffman (SEAL)

21 309 209

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Judith Meyer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

James C. Hoffman and Orvetta M. Hoffman, 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 \_\_\_\_\_



my hand and notarial seal this 22nd day of October, 19 70.

Judith Meyer  
Notary Public

Commission Expires 8-4-74

1970 NOV 5 AM 9 41

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BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
James C. Hoffman and  
Orvetta M. Hoffman, his wife  
TO  
First Bank and Trust Company  
Palatine, Illinois



Record and Return to:  
First Bank and Trust Company  
35 North Broadway  
Palatine, Illinois

21339209  
GEORGE W. COFFEY  
LEGAL TOLSON  
LESAUTO INS

**END OF RECORDED DOCUMENT**