

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 570 403

1021-2987
GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH That CHESTER A. SARGEANT AND SUSAN C. SARGEANT, his wife

(hereinafter called the Grantor), of the Village of Elk Grove County of Cook
and State of Illinois, for and in consideration of the sum of
Eight Thousand Thirty and 16/100 Dollars
in hand paid, CONVEY AND WARRANT to A. R. Di Benedetto
of the Village of Palatine 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 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, issue and profits of said premises, situated in the Village of Elk Grove County of Cook and State of Illinois, to-wit:

Lot 1667 in Elk Grove Village Section 4 being a subdivision in the South half of Section 28 and the North half of Section 33, both in Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County Illinois according to the plat thereof recorded in the Office of the Recorder of Deeds on September 23, 1958 as document 17326441 and filed in the Office of the Registrar of Titles on September 23, 1958 as document LR 1819395, in Cook County, Illinois; together with the parcel described on the Rider attached.

RIDER

That part of the Northwestern five (5) feet of Lot 1666 lying Southerly of and adjoining the Northwestern line of said Lot 1666, beginning at a point in the Northerly line of Lilac Lane that intersects with said Northwestern line of Lot 1666 and extending Northeasterly for a distance of approximately 122.86 feet in Elk Grove Village, Section Four (4), being a subdivision in the South half (S1/2) of Section Twenty-Eight (28), and the North half (N1/2) of Section Thirty-Three (33), both in Township Forty-One (41) North, Range Eleven (11) East of the Third Principal Meridian in Cook County, Illinois, which such parcel is subject to Mortgage dated October 30, 1959 and recorded on November 12, 1959 as Document No. 17709750 in the amount of \$17,200.00 from Lopez to Doven, Inc. and assigned to Prudential Insurance Company of America by Document No. 17721062 which the grantee expressly does not assume nor is obligated to pay.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 8th day of December, 1973.

Property of 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 Chester A. Sargeant and Susan C. Sargeant, his wife, justly indebted upon one principal promissory note bearing even date herewith, payable

in 72 successive monthly installments commencing on the 15th day of January, 1974 and on the same date of each month thereafter, all except the last installment to be in the amount of \$111.53 each and said last installment to be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of six years, any extensions or renewals of said loan and any additional advances up to a total amount of Eight Thousand Thirty and 75/100ths Dollars *****

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 accessible 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 said Mortgagees or Trustees 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 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 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 foreclosing abstract showing the whole title of said premises embracing foreclosure decrees shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit proceeding wherein the grantee or any holder of any part of said premises, or any 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, the costs 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 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.

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 Mayrine Frohne of said County is hereby appointed to be the acting Recorder of Deeds of said County if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder 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 8th day of December, 1973

Chester A. Sargeant (SEAL)
Susan C. Sargeant (SEAL)

22 570 403

UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

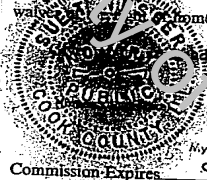
Shirley R. Cole
1973 DEC 13 AM 9 11

DEC-13-73 725939 • 22570403 • A — Rec 6.00

STATE OF Illinois
COUNTY OF Cook

I, Sue T. Nesser, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chester A. Sargeant and Susan G. Sargeant, 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 in their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.



and notarial seal this 8th day of December, 19 73

Sue T. Nesser
Notary Public

Commission Expires October 30, 1977

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6.00

22570403

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT