

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

GEORGE E. COLE*
LEGAL FORMS

22 833 271
22 833 237

THIS INDENTURE, WITNESSETH, That
Arthur W. Barnes and Marylynn M. Barnes, his wife, as joint tenants
(hereinafter called the Grantor), of the _____ of _____ County of Cook
and State of Illinois, for and in consideration of the sum of
Four thousand, eight hundred, nineteen and 80/100 Dollars
hand paid, CONVEY S AND WARRANT S to 1st Bank and Trust Co., Palatine
of the _____ of _____ County of Cook and State of Illinois
and 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, issues and profits of said premises, situated in the _____ of _____ County of Cook and State of Illinois, to-wit:

Lot 9 in block 5 in Winston Park North West, unit no. 1 Being a subdivision in section 13, township 42 North, Range 10 east of the third principal meridian according to the plat thereof recorded July 30, 1957 as Document No. 16972096 in Cook County, Illinois.***

THIS INSTRUMENT WAS PREPARED BY:

O. B. Holt
1st BANK AND TRUST COMPANY
35 NORTH BLOCKWAY STREET
PALATINE, ILLINOIS 60067

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 S justly indebted upon ONE principal promissory note bearing even date hereto payable

In 60 successive monthly instalments commencing the 15th day of September 1974, and on the same date of each month thereafter, all except the last of said instalments to be in the amount of \$80.33 each, and said last instalment to be the entire unpaid balance of said sum. 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 \$4819.80.***

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) 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 the work on 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 elected 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, second, to the Trustee herein as their interest 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 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 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—outlays for documentary evidence, stenographer's charges, cost of procuring or completing 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 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 deed 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 release hereof given, until all such expenses and disbursements, and assigns of the Grantor waives all rights 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.

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 James A. Drysdale 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 S and seal S of the Grantor S, this 27th day of August, 19 74

Arthur W. Barnes (SEAL)
Marylynn M. Barnes (SEAL)

22 833 237

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Lisbeth L. Fitzgerald
1974 AUG 30 AM 11 35

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

AUG-30-74 856799 • 22833207 • A --- Rec 5.00

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Lisbeth L. Fitzgerald, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur W. Barnes and Marylynn M. Barnes, his wife, as joint tenants,

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.

Witness my hand and notarial seal this 27th day of August, 19 74.



Lisbeth L. Fitzgerald
Notary Public

Commission Expires 4-17-77



BOX No. _____
SECOND MORTGAGE
Trust Deed
Arthur W. Barnes and Marylynn M.
Barnes, his wife, as joint tenants
TO
1st Bank & Trust Co.
Palatine, Illinois



Please record & return to:
1st Bank & Trust Company
35 N. Brockway
Palatine, Illinois 60067

228333207
GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT