

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

22 369 304

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That \_\_\_\_\_  
Dorothy Ann Hawkins  
 (hereinafter called the Grantor), of the City of Quincy County of Adams  
 and State of Illinois, for and in consideration of the sum of (\$3,265.12)  
Three Thousand, Two Hundred, Sixty Five ----- 12/100 Dollars  
 in hand paid, CONVEY AND WARRANTS to State National Bank  
 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 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 City of Quincy County of Adams and State of Illinois, to-wit:

The East Three (3) Feet of the South Eighty-seven (87) Feet of Lot Eleven (11) and the South Eighty-seven (87) Feet of Lot Twelve (12), Block Four (4), Alstyn's Addition to the City of Quincy, Subject to sewer easements recorded in Book 5 of Miscellaneous, at page 138 situated in the County of Adams, in the State of 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 Dorothy Ann Hawkins justly indebted upon HER principal promissory note bearing even date herewith, payable

The State National Bank in the amount of \$3,265.12 to be paid in 36 monthly installments of \$90.67 beginning the eighteenth day of July, 1973 and every month thereafter until the final monthly installment is paid on the eighteenth day of June, 1976,

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 taxes on 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 ninety days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been used, used 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 a 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 to so insure, or pay taxes or assessments, or of prior incumbrances or of 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 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 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, 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 said premises.

IN THE EVENT of the death or removal from said \_\_\_\_\_ 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 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 29th day of May, 19 73

D. Hawkins

(SEAL)

(SEAL)

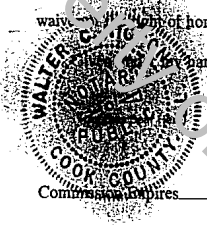
22 369 304

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STATE OF Illinois }  
COUNTY OF Adams } ss.

I, Walter C. Nicpon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dorothy Ann Hawkins

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and



and notarial seal this 29th day of May, 19 73.

*Walter C. Nicpon*  
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JAN. 12, 1975  
ISSUED THRU ILLINOIS NOTARY ASSOCIATION

1973 JUN 21 AM 9 31  
JUN-21-73 643948 • 22369304 • A — Rec 5.00

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

5.00

BOX No.  
SECOND MORTGAGE  
**Trust Deed**

Dorothy Ann Hawkins

TO

State National Bank  
1603 Orrington Avenue  
Evanston, Illinois



22369304  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT