

23 505 430

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

GEORGE E. DOLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Patrick M. Doherty & Susan M. Doherty,
his wife
(hereinafter called the Grantor), of 1335 Walnut Street, Des Plaines, Illinois (State)
(No. and Street) (City)
for and in consideration of the sum of Ten Thousand and no/100 Dollars
in hand paid, CONVEY AND WARRANT to The Des Plaines Bank
of 1223 Oakton Street, Des Plaines, Illinois
(No. and Street) (City) (State)
and to his successors a 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 City
of Des Plaines County of Cook and State of Illinois, to-wit:

Lot 36 in Block 7 in Robinson's Addition to Des Plaines in the
North East quarter of Section 20, Township 41 North, Range 12
East of the Third Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of 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 Patrick M. Doherty & Susan M. Doherty, his wife
justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of The Des Plaines Bank to the amount of \$10,000.00
and due on August 13, 1976 plus accrued interest at the rate of
9.50% per annum

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 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 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 interest thereon from time to time, and as or after as 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 fore-
closure hereof—including reasonable attorney's fees, and costs 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 proceedings, whether dec-
ree of sale shall have been entered or not, shall not be discontinued, 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 to be 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 with-
out notice to the Grantor, or to any party claiming under the Trust Deed, appoint a receiver to take possession or charge of said premises
with power to collect the rents, issues and profits of the said premises.

The name of a record of this is: Patrick M. Doherty & Susan M. Doherty, his wife
IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation,
refusal or failure to act, The Des Plaines Bank of said County is hereby appointed to be
first successor in the 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 grantor 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 on this 15th day of MAY, 1975.

Patrick M. Doherty (SEAL)
Susan M. Doherty (SEAL)

23 505 430

UNOFFICIAL COPY

NOTARY PUBLIC
COOK COUNTY, ILL.

Shirley H. Wilson
1976 JUN 2 AM 9 39
JUL 2 '76 199674 • 23505430 • A — Rec 10.00

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Frank J. Smith III, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick M. Doherty & Susan M. Doherty, his wife

personally known to me to be the same person^s whose name^s 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.

Given under my hand and notarial seal this 15th day of May 19 76



Frank J. Smith III
Notary Public

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THIS INSTRUMENT WAS PREPARED BY
Kenneth F. Koutsky, Attorney
1223 Oakton Street
Des Plaines, Illinois 60018

23505430

BOX No. SECOND MORTGAGE Trust Deed	TO	THE DES PLAINES BANK 1223 OAKTON ST. DES PLAINES, ILL. 60018 GEORGE E. COLE LEGAL FORMS
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END OF RECORDED DOCUMENT