

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

GEORGE E. COLE  
LEGAL FORMS

23 053 472

THIS INDENTURE, WITNESSETH, That Robert E. Miller and Judith Miller  
 therein called the Grantor), of 325 Wickham Schaumburg Ill. 60194  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of SIX THOUSAND and no/100 Dollars  
 in hand paid, CONVEY AND WARRANT to State Bank of St. Charles  
 of 1 East Main Street St. Charles Illinois  
 (No. and Street) (City) (State)  
 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 City  
 of Schaumburg County of Cook and State of Illinois, to-wit:

Lot No. 590, in Strathmore, Schaumburg Unit No. 7, being a  
 subdivision of parts of Section 16, Section 17 and Section 20,  
 Township 41 North, Range 10, East of the Third Principal Meridian,  
 according to the Plat thereof recorded May 5, 1971 as document  
 No. 21469627, 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 S Robert E. Miller and Judith Miller  
 justly indebted upon a Six Thousand Dollar principal promissory note bearing even date herewith, payable  
 in one year from date

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments on his  
 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 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 eight 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 or 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 eight 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, outlays 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 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 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 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 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.

The name of a record owner is Robert E. Miller and Judith Miller  
 IN THE EVENT of the death or removal from said County of the grantee, or of his resignation,  
 refusal or failure to act, then Recorder of Deeds of said County is hereby appointed to be  
 the 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 S this 19th day of March, 1977

*Robert E. Miller* (SEAL)  
*Judith E. Miller* (SEAL)

This document prepared by  
 ALICE M. DAVIS

This instrument was prepared by State Bank of St. Charles  
 (NAME AND ADDRESS)  
 St. Charles, Illinois 60174

23 053 472

UNOFFICIAL COPY

1977 MAR 25 AM 10 50

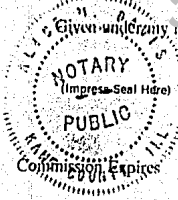
157201 246010 12001

STATE OF ILLINOIS }  
COUNTY OF KANE } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert E. Miller and Judith Miller

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.

Given under my hand and notarial seal this 19th day of March 1977



*Alice M. Davis*  
Notary Public



BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed  
TO \_\_\_\_\_



GEORGE E. COLE  
LEGAL FORMS

28855172

END OF RECORDED DOCUMENT