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Property of Cook County

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

23 928 814

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GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That RICHARD J. HAMILTON AND BARBARA A. HAMILTON, HIS WIFE,
 (hereinafter called the Grantor), of 1468 W. Northwest Highway, Palatine, Illinois,
 (No. and Street) (City) (State)
 for and in consideration of the sum of One Thousand Seven Hundred Ten and 00/100ths Dollars
 in hand paid, CONVEY AND WARRANT to Mayline Frohne
 of 100 W. Palatine Rd., Palatine, 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 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 Village
 of Palatine County of Cook and State of Illinois, to-wit:

Lot 9 in Block 23 of Percy Wilson's Forest View Highlands, a Subdivision in the West Half of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, except that part of said Lot 9 beginning at the Southeasterly corner of Lot 9; thence Northeasterly along the Easterly line of said Lot 9, a distance of 10.44 feet to a point; thence Northwesterly along a straight line to a point on the Westerly line of said Lot 9, said point being 12.09 feet Northeasterly of the Southwesterly corner of Lot 9, as measured along the Westerly line of said lot; thence Southwesterly along the Westerly line of Lot 9, a distance of 12.09 feet to the Southwesterly corner of Lot 9; thence Southeasterly along the Southerly line of Lot 9, a distance of 25 feet to the point of beginning, all in Cook County, Illinois,

Also

Lots 10, 11, 12 inclusive in Block 23 in Percy Wilson's Forest View Highlands, a Subdivision in the West Half of Section 9, Township 42 North, Range 10, East of the Third Principal Meridian, all in Cook County, Illinois, except that part of said Lots 10, 11, 12 inclusive beginning at the Southeasterly corner of said Lot 10, thence Northwesterly along the Southerly line of said Lots 10, 11, and 12 inclusive a distance of 75 feet to the Southwesterly corner of said Lot 12; thence Northeasterly along the Westerly line of said Lot 12 a distance of 17.03 feet to a point; thence Southwesterly along a straight line through Lots 12 and 11, to a point on the Easterly line of said Lot 10, thence Southwesterly along the said East line of Lot 10 a distance of 12.09 feet to the point of beginning, all in Cook County, Illinois.

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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 Richard J. Hamilton and Barbara A. Hamilton, his wife

justly indebted upon one principal promissory note bearing even date herewith, payable

in 24 successive monthly installments commencing on the 27th day of June, 1977 and on the same date of each month thereafter, all except the last installment to be in the amount of \$71.25 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 two years, any extensions or renewals of said loan and any additional advances up to a total amount of One Thousand Seven Ten and 00/100ths 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 when due 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, 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; (6) in 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 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 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 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 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.

The name of a record owner is: Richard J. Hamilton, sole owner.

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 Joseph P. O'Connor 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 13th day of May, 19 77

Richard J. Hamilton (SEAL)
Richard J. Hamilton
Barbara A. Hamilton (SEAL)
Barbara A. Hamilton

This instrument was prepared by Alma O. Krzeminski
PALATINE SAVINGS & LOAN ASSOCIATION

100 West Palatine Road
P.O. Box 159
Palatine, Illinois 60067

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Elsie C. Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Hamilton and Barbara A. Hamilton, 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 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 13th day of May, 19 77.

(Impress Seal Here)

Elsie C. Smith
Notary Public

Commission Expires 11/7/79

BOX No.

SECOND MORTGAGE
Trust Deed

TO



PALATINE SAVINGS & LOAN ASSOCIATION
100 West Palatine Road
P.O. Box 159
Palatine, Illinois 60067

GEORGE E. COLE
LEGAL FORMS

23928814

END OF RECORDED DOCUMENT