

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

23 034 321

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That **Frank E. Hynes and Dolores C. Hynes, his wife**

hereinafter called the Grantor), of the **Village** of **Mt. Prospect** County of **Cook** and State of **Illinois** for and in consideration of the sum of

**Fifty Thousand and no/100** Dollars

in hand paid, CONVEY AND WARRANT to **Madison Bank & Trust Company** of the **City** of **Chicago** County of **Cook** and State of **Illinois**

and to **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 attached thereto, together with all rents, issues and profits of said premises, situated in the **Village** of **Mt. Prospect** County of **Cook** and State of **Illinois**, to wit:

LOT 86 IN GOLFHURST RESUBDIVISION OF LOT 3 IN OWNERS  
SUBDIVISION SECTION 13, TOWNSHIP 41, NORTH, RANGE 11,  
EAST OF THE THIRD PRINCIPAL MERIDIAN.

Has by this deed conveyed all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Is hereinafter called the Grantee for the purpose of securing performance of the covenants and agreements herein.

As witness the Grantor, **Frank E. Hynes and Dolores C. Hynes** their principal promissory note bearing even date herewith, payable

March 19, 1976 or until the note is paid in full.

THIS INSTRUMENT WAS PREPARED BY

Gregory J. Olsen  
400 W. Madison St.  
Chicago, Illinois 60605

The Grantee 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) to pay within sixty days after destruction or damage to said premises to restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that if 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 grantor 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 ~~last~~ to the first Trustee of Mortgage, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee 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.

IS THE FIRST of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, then as the trustee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any such 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.

IS THE FIRST 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 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.

IS THE FIRST of the death or removal from said **COOK** County of the grantee, or of his resignation, refusal or failure to act, then **Chicago Title & Trust Co. of Chicago** 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 18 day of March, 19 75

*Frank E. Hynes* (SEAL)  
*Dolores C. Hynes* (SEAL)

23 034 321

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Wiley A. West, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Hynes & Dolores Hynes

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 27th day of March, 19 75.



Wiley A. West  
Notary Public

MAR 31 11 00 AM '75

5<sup>00</sup>

BOX No. 131

SECOND MORTGAGE  
**Trust Deed**

Frank Hynes  
Dolores Hynes

900 Golfview Drive  
Mt. Prospect

TO

Madison Bank & Trust  
P.O. Box 131

400 W. Madison Chicago, Illinois

GEORGE E. COLE  
LEGAL FORMS

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