

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No 2202  
JULY, 1973

23 085 129

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GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that Katherine Georges (spin) Agnes Georges (spin) & Theodore Georges (bach)

hereinafter called the Grantor, of 9255 West 101st Unit A-8 Des Plaines Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of TWO THOUSAND SEVEN HUNDRED SIXTY AND 00/100 Dollars

in hand paid CONVEY AND WARRANT to Robert Thomas & Associates  
of 225 N. Arlington Hts. Rd. Elk Grove Illinois  
(No. and Street) (City) (State)

and 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 Des Plaines County of Cook and State of Illinois, to-wit:

Unit A-8 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"): Lot 1 in First Addition to Hillary Lane, being a subdivision of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of section 15, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, which plat of survey is attached as Exhibit "A" to the Declaration of Condominium made by Pioneer Trust & Savings Bank, a Corporation, as trustee under trust Agreement dated 3/22/65 and known as trust #14916 recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Doc. #22010663; together with and undivided 4.166% interest in said development parcel (excepting from the said Development Parcel the property and space comprising all the units thereof as described in and delineated on said Declaration of Condominium).

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.

WITNES: The Grantor Katherine Georges (spin) Agnes Georges (spin) & Theodore Georges (bach) jointly indebted upon their principal promissory note bearing even date herewith, payable

sixty payments of \$46.00 starting May 3, 1975 and ending April 3, 1980.

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 due date of any payment, 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, or any waste to said premises shall not be committed or suffered. (4) 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 Mortgagee or Trustee until the indebtedness is fully paid; (b) 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 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, in 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, costs 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 right of possession, 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 or

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, 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 3rd day of March, 1975

Katherine Georges (SEAL)  
Agnes Georges (SEAL)  
Theodore Georges

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, MICHELLENE LUCACCIONI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Katherine Georges (spin) Agnes Georges, (spin) & Theodore Georges ( each)

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 3rd day of March, 19 75


(Impress Seal Here)


*Michelle Lucaccioni*  
Notary Public

Commission Expires 10-10-78

Prepared by: Robert L. Archer, on  
225 S. Arlington St., Rt.  
Elk Grove, Ill. 60007



BOX NO  
SECOND MORTGAGE  
**Trust Deed**  
MAIL TO   
TO  
ROBERT L. ARCHER & ASSOC.  
225 S. Arlington St., Rt.  
Elk Grove, IL. 60007

MAIL TO   
GEORGE E. COLE  
LEGAL FORMS

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