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CHARGE TO CERT

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

23 123 996

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Charles L. Milette and Kathleen A. Milette, his wife (hereinafter called the Grantor), of 128 Winslow, Schaumburg, Ill. (No. and Street) (City) (State)

for and in consideration of the sum of Nine Thousand Three Hundred Seventy and 80/100 Dollars in hand paid CONVEYS AND WARRANTS to Chicago Title & Trust Company of 111 West Washington St., Chicago, Ill. (No. and Street) (City) (State)

and to his successor 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 Schaumburg County of Cook and State of Illinois, to-wit:

Lot 234 in Stratmore Schaumburg, Unit 4, being a Subdivision of part of the North West quarter of Section 20, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded, April 25, 1969 as Document 20822190 in Cook County, Illinois.

Permanent Tax No. 07-25-112-010

It is intended that this instrument shall also secure for a period of 10 years any extensions or renewals of said loan up to a total amount of \$9,370.80.

5.00

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.

WITBEAR, The Grantor Charles L. Milette and Kathleen A. Milette, his wife justly indebted upon one principal promissory note bearing even date herewith, payable to the order of the Bank of Elk Grove the principal sum of Nine Thousand Three Hundred Seventy and 80/100 Dollars in installments as follows: One Hundred Fifty Six and 18/100 Dollars on the 20th day of July, 1975, and One Hundred Fifty Six and 18/100 Dollars on the 20th day of each month thereafter, to and including the 20th day of May, 1980 with a final payment of the balance due on the 20th day of June, 1980, with interest on the principal balance from time to time unpaid at the rate of 10.87%.

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 15th day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within thirty 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 hereinafter, 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.

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 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 and 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 in 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 printing, or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and all 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 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: Cook County of the grantee, or of his resignation, refusal or failure to act, the 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 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 6th day of June, 19 75

maile H. Darras Charles L. Milette (SEAL)
Kathleen A. Milette (SEAL)

Bank of Elk Grove
100 EAST MCGRAW ROAD
ELK GROVE VILLAGE, ILLINOIS

Identification No. _____
CHICAGO TITLE AND TRUST COMPANY, Trustee
Assomany Piraggio
Assistant Trust Officer - Secretary

23 123 996

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Eleanor G. Turner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles L. Milette and Kathleen A. Milette, 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 6th day of June, 19 75



Eleanor G. Turner
Notary Public

COOK COUNTY
FILED

RECORDED

JUN 23 1975

*23123996

BOX No. 533
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT