

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

23 191 495

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That JOSEPH A. HEMMERLING AND MARILYN J. HEMMERLING, his wife,  
(hereinafter called the Grantor), of 133 So. Rohlwing Road, Palatine, Illinois  
(No. and Street) (City) (State)  
for and in consideration of the sum of Two Thousand Three Hundred Twenty-Six and 56/100ths--- Dollars,  
in hand paid, CONVEY AND WARRANT to Mayrine 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 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 Village  
Palatine County of Cook and State of Illinois, to-wit:

Lot (except the North 200 feet and the East 83.15 feet thereof) in Block 3 in  
Arthur T. McIntosh and Company's Rohlwing Road Acres, being a Subdivision of the  
North West quarter of the North West quarter of Section 24, Township 42 North,  
Range 10 East of the Third Principal Meridian, 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 Joseph A. Hemmerling and Marilyn J. Hemmerling, his wife,  
justly indebted upon one principal promissory note bearing even date herewith, payable

in 24 successive monthly installments commencing on the 20th day of September, 1975  
and on the same date of each month thereafter, all except the last installment to be  
in the amount of \$96.94 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 Two Thousand Three Hundred Twenty-Six and 56/100ths 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 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 insure 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, secondarily, 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 incum-  
brances, 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, the  
same as if all of said indebtedness had then matured by express term.

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, and fees 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 on said premises,  
shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether dec-  
ree 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 with-  
out notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession of charge of said premises  
with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Joseph A. Hemmerling and Marilyn J. Hemmerling, his wife,  
County of the grantee, or of his resignation, Cook

IN THE EVENT of the death or removal from said Cook County of said County is hereby appointed to be  
refusal or failure to act, then Joseph P. O'Connor of said County is hereby appointed to be the acting Recorder  
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 receipt of his reasonable charges.

Witness the hand and seal of the Grantor, this 15 day of AUGUST, 19 75

THIS DOCUMENT PREPARED BY:  
PALATINE SAVINGS & LOAN ASSN.  
100 West Palatine Road  
Palatine, Illinois 60067

Joseph A. Hemmerling (SEAL)  
Marilyn J. Hemmerling (SEAL)

E. Smith

23 191 495

# UNOFFICIAL COPY

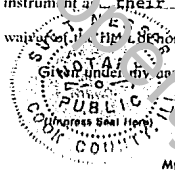
*Christina M. Cole*  
1975 AUG 19 AM 9 41  
RECORDED IN DEPT. OF CLERK  
COOK COUNTY ILLINOIS

AUG-19-75 48650 • 23191495 • A — Rec 5.00

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Sue T. Nesser, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph A. Hemmerling and Marilyn J. Hemmerling, 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 of their free and voluntary act, for the uses and purposes therein set forth, including the release and waiving of the joint homestead.


Given under my hand and notarial seal this 15th day of August, 19 75.

 *Sue T. Nesser*  
Notary Public

Commission Expires October 30, 1977

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

TO \_\_\_\_\_



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

23191495  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT