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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

23 215 474

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That **DENNIS J. SMITH, SR. AND MAUREEN S. SMITH, HIS WIFE**
 hereinafter called the Grantor), of **471 Oakmont,** Hoffman Estates, Illinois
 (No and Street) (City) (State)
 for and in consideration of the sum of **Two Thousand Eight Hundred Eight and 60/100ths** 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**
 of **Hoffman Estates** County of **Cook** and State of Illinois, to-wit:

Lot 8 in block 224 in The Highlands West of Hoffman Estates XXVII, being a Subdivision
 of part of the Southeast quarter of Section 8 and part of the Northeast quarter of
 Section 17, all in Township 41 North, Range 10 East of the Third Principal Meridian,
 in the Village of Hoffman Estates, Schaumburg Township, Cook County, Illinois, according
 to the plat thereof recorded August 17, 1967 as Document No. 26232520, in the Office of
 the Recorder of Deeds in Cook County, Illinois

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois,
 to the extent, nevertheless, for the purpose of securing performance of the covenants and agreements herein
 Witness: The Grantor **Dennis J. Smith, Sr. and Maureen S. Smith, his wife,**
 jointly indebted upon **one** principal promissory note bearing even date herewith, payable

in 60 successive monthly installments commencing on the 14th day of October, 1975 and
 on the same date of each month thereafter, all except the last installment to be in
 the amount of \$46.81 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
 five years, any extensions or renewals of said loan and any additional advances up
 to a total amount of Two Thousand Eight Hundred Eight and 60/100ths 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) 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 Trustee or Mortgagee, and secondly to the Trustee herein as the interest may appear,
 which policies shall be kept and remain with the said Mortgagee or Trustees 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, 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 will, in event
 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 fore-
 closure hereof—including reasonable attorney's fees, and pays 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 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 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 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 with-
 out 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 **Dennis J. Smith, Sr. and Maureen S. Smith, his wife,**
 in the event of the death or removal from said **Cook** County of the grantor, 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 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 this **5th** day of **September**, 1975

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

Dennis J. Smith, Sr. (SEAL)
Dennis J. Smith, Sr.
Maureen S. Smith (SEAL)
Maureen S. Smith

Uma S. Kyzymushki

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STATE OF Illinois

COUNTY OF Mellenry

ss.

I, Audrey E. Herrick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dennis J. Smith Sr., and Maureen S. Smith, 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.



hand and notarial seal this 5th day of September, 1975.

Audrey E. Herrick
Notary Public

Property of Cook County Clerk's Office

BOX NO.

SECOND MORTGAGE
Trust Deed

TO



PALATINE SAVINGS & LOAN ASSOCIATION
100 West Palatine Road
P.O. Box 139
Palatine, Illinois 60067

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT