

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

GEORGE E. COKE  
LEGAL FORMS

23 319 760

THIS INDENTURE, WITNESSETH, That Ronald W. Dys and Elaine G. Dys, his wife,  
hereinafter called the Grantor, of the city of Northlake, County of Cook,  
and State of Illinois, for and in consideration of the sum of Nineteen Thousand Nine Hundred Seventy and 40/100 Dollars,  
to hold and CONVEY AND WARRANT to THE NORTHLAKE BANK,  
of the City of Northlake, County of Cook, and State of Illinois,  
and to 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 every other appurtenance thereto, together with all rents, issues and profits of said premises, situated in the city  
of Northlake, County of Cook, and State of Illinois, to-wit:  
Lot 2 in Block 24 in Midland Development Company's Northlake Village Unit #3, a Subdivision of part of Section 32, Township 40 North, Range 12, East of the Third Principal Meridian.

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.

Witness, The Grantor S. Ronald W. Dys and Elaine G. Dys, his wife,  
justly indebted upon their principals payable monthly beginning on the first day of January, A. D. 1976; \$166.40 on the first day of each and every month thereafter for one hundred and eighteen months, and a final payment of \$166.40 on the first day of December, A. D. 1985.

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, to him or her and to said note or notes provided, or according to any agreement extending time of payment; (2) to pay taxes, if any, due and payable in each year, all taxes or assessments, or any other charges or expenses, and all costs and disbursements, including attorney's fees, incurred in defending or recovering 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 this mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagor, and, second, to the Trustee herein, until the indebtedness is fully paid; (6) to pay all prior indebtedness, if any, on said premises.

In the Event of failure to pay taxes, or pay taxes or assessments, or the prior indebtedness or the interest thereon, when due, the grantee or the holder of said indebtedness, may procure such insurance, pay all such taxes or assessments, or discharge, or pay any tax or other amount affecting said premises or pay all prior indebtedness and interest thereon from time to time, and all money so paid, the grantor agrees to repay immediately without demand, and the same will be 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 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 such 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 case 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 or sale, including reasonable attorney's fees, and all other expenses, including attorney's fees, in connection with the collection of any debt, whether arising out of the whole title or any particular debt, including foreclosed debts, shall be paid by the Grantor, and the expenses and disbursements occasioned by any 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 debtor. 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 released herein given, until all such expenses and disbursements, and the costs and other amounts, including attorney's fees, paid in the course of such proceedings, and all other expenses, including attorney's fees, paid in the course of the Grantor's recovery of all just and proper possession of and income from, said premises pending such foreclosure proceedings, and agreed 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 said premises.

In the Event of the death or removal from said City of Cook, County of the grantee, or of his resignation, refusal or failure to act, or 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 to 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, seal and witness of the Grantor S. Ronald W. Dys the fourth day of December A.D. 1975.

Ronald W. Dys (SEAL)  
Ronald W. Dys  
Elaine G. Dys (SEAL)

"This instrument was prepared by  
George E. Cooke  
c/o THE NORTHLAKE BANK

26 W. North Avenue  
Northlake, Illinois 60164

# UNOFFICIAL COPY

1975 DEC 10 AM 10 28  
REC'D 1975 DEC 10 AM 10 28  
COOK CO. CLERK'S OFFICE

STATE OF ILLINOIS DEO 10-75 109286 • 23319760 - A — Rec. 5.00  
COUNTY OF COOK

I, Donald L. Thode, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Ronald W. Dys and Elaine G. Dys, his wife,

personally known to me to be the same person, whose name 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.

I, Donald L. Thode, Notary Public, do hereby affix my hand and notarial seal this fourth day of December, 1975.

Comptroller's Seal Sept. 17, 1978

500

Notary Public

BOX No.	SECOND MORTGAGE	TO	RECORDED
	RONALD W. DYS AND ELAINE G. DYS, HIS WIFE	THE NORTHLAKE BANK	NOVEMBER 11 1975
		26 W. North Avenue	6946
		Northfield, Illinois 60093	

23319760

GEORGE E. COLE  
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