

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

23 322 233

GEORGE E. COLE  
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, That **Phyllis M. Lata**, divorced not since remarried

hereinafter called the Grantor, of **1929 South Ash Street** **Des Plaines, Illinois** (City) (State)

and in consideration of the sum of **three thousand and no/100** Dollars

in hand paid, CONVEY AND WARRANT to **The Des Plaines Bank** Illinois (State)  
of **1223 Oakton** **Des Plaines,** (City)

and their 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:

Lot 11 and the North 10 feet of Lot 12 in Block 2 in Baker's Addition to subdivision in the South half of the South West quarter of the North East quarter of Section 29, Township 41 North, Range 12, 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 WITNESS WHEREOF, the Grantor **Phyllis M. Lata**, divorced not since remarried

justly indebted upon her principal promissory note, bearing even date herewith, payable

note dated November 28, 1975 for \$4,501.76 payable in 48 consecutive monthly installments of \$83.37 commencing on December 25, 1975.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or according to any agreement extending time of payment; (2) to pay taxes on said premises on or before the first 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 on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies acceptable to the holder of said 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; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) to pay all prior incumbrances, and the interest thereon, if the Grantor fails 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 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 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 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 rights in 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 or in **Phyllis M. Lata** **Cook** County of the grantee, or of his resignation, in the event of the death or removal from said **Cook** County of the grantee, or of his resignation,

refusal or failure to act, **The Des Plaines Bank** 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 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 **28th** day of **November** 19**75**

PREPARED BY:  
NAME **Kenneth F. Kautler**  
1223 Oakton Street  
Des Plaines, Illinois  
60018

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1975 DEC 12 AM 9 51

STATE OF Illinois  
COUNTY OF Cook

INDEXED 110623 • 23322235 A — JCC  
SS.

5.00

I, Frank J. Smith III a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phyllis M. Lata, divorced not since remarried.

personally known to me to be the same person... whose name... is... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she... signed, sealed and delivered the said instrument as her... 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 Fourth day of December, 1975



*[Handwritten Signature]*  
Notary Public

5.00

23322235

Box No.  
SECOND MORTGAGE  
**Trust Deed**  
TO



THE DES PLAINES BANK  
1223 OAKTON ST.  
DES PLAINES, ILL. 60018

GEORGE E. COEY  
LEGAL FIRM

END OF RECORDED DOCUMENT