

# UNOFFICIAL COPY

628070

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

CHARGE TO CERTIFICATE 24 469 674

THIS INDENTURE, WITNESSETH, That Gerald J. Fagan and Kathleen M. Fagan, his wife

(hereinafter called the Grantor), of 1958 Swindon Place, Hoffman Estates, Illinois 60195  
(No. and Street) (City) (State)

for and in consideration of the sum of Thirty thousand and 00/100 Dollars  
in hand paid to CONVEY AND WARRANT to Chicago Title and Trust Company  
of 111 Washington Street, Chicago, IL 60603  
(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 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 Hoffman Estates County of Cook and State of Illinois, to-wit:

Parcel 1: Unit 2, area 54 lot 3 in Barrington Square Unit 2, being a subdivision of part of the North East 1/4 of Section 7, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois,

Also Parcel 2: Easement appurtenant to the above described real estate as defined in the Declaration recorded June 8, 1970 as Document No. 2-178177 and in Declaration of Inclusion recorded February 3, 1971 as Document No. 21388236 in Cook County, Illinois.

It is also intended that this note shall also secure any extensions or renewals up to \$30,000.

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 Gerald J. Fagan and Kathleen M. Fagan, his wife justly indebted upon one principal promissory note bearing even date herewith, payable

to the order of Bank of Elk Grove the principal sum of Thirty thousand and 00/100 Dollars in installments as follows: Thirty thousand and 00/100 Dollars with interest on the principal balance from time to time unpaid at the rate of P + 3\* per cent per annum payable on demand.

10.00

\*floating

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 lost 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 Mortgagees or Trustees 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, or the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any such 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 payments 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, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, enforcing foreclosure decrees—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 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 enforce 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 is: Cook County of the grantee, or of his resignation,

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then 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 grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seals of the Grantor, this 26th day of May, 19 78

Identification No. 628070

CHICAGO TITLE AND TRUST COMPANY, Trustee

John Chaney  
Assistant Secretary

Gerald J. Fagan (SEAL)

Kathleen M. Fagan (SEAL)

Kathleen M. Fagan

This document prepared by: P. Hathaway, Bank of Elk Grove, 100 E. Higgins Road, Elk Grove Village, Illinois 60007.

BOX 533

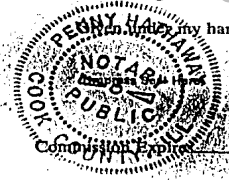
24 469 674

# UNOFFICIAL COPY

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Penny Hathaway, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerald J. Fagan and Kathleen M. Fagan, 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.

Witness my hand and notarial seal this 26<sup>th</sup> day of May, 1978.



Penny Hathaway  
Notary Public

COOK COUNTY, ILLINOIS  
FILED FOR RECORD.

MAY 31 '78 1 46 PM

William R. Olson  
RECORDER OF DEEDS

\*24469674

BOX No.

SECOND MORTGAGE  
Trust Deed

TO

BANK OF ELK GROVE  
100 E. HIGGINS ROAD  
ELK GROVE VILLAGE, IL 60007

FORM 15277 BANKFORMS, INC.

END OF RECORDED DOCUMENT