

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24516603

76 53 22  
GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That DENIS P. MC CARTHY AND PATRICIA M. MC CARTHY, his wife,  
hereinafter called the Grantor), of 1154 E. Pratt Drive, Palatine, Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of SIX THOUSAND SEVEN HUNDRED NINETY SIX AND 20/100ths - - 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 Palatine County of Cook and State of Illinois, to-wit:

Block 40 Lot 12 in Winston Park Northwest, Unit No. 3, being a subdivision in  
Section 13, Township 42 North, Range 10, East of the Third Principal Meridian,  
according to plat recorded in the Recorder's Office of Cook County, May 21, 1962,  
as document No. 18480176, 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.

With REAS. The Grantor Denis P. McCarthy and Patricia M. McCarthy, his wife, \_\_\_\_\_  
justly indebted upon one \_\_\_\_\_ principal promissory note bearing even date herewith, payable

in 60 successive monthly installments commencing on the 24th day of May, 1979,  
and on the same date of each month thereafter, all except the last installment to be  
in the amount of \$113.27 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 Six Thousand Seven Hundred Ninety Six and 20/100ths  
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 when due 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 first Trustee or Mortgagee, and, second, to the Trustee herein, 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 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 eight 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 eight 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, outlays for documentary evidence, stenographer's charges, cost of preparing and com-  
pleting abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and one 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 the  
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 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: Denis P. McCarthy and Patricia M. McCarthy.

IN THE EVENT of the death or removal from said \_\_\_\_\_ Cook \_\_\_\_\_ County of the grantee, or of his resignation,  
refusal or failure to act, then Joseph P. O'Connor or William W. Heise, Jr. 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 hand and seal of the Grantor this \_\_\_\_\_ day of April, 1979.

Denis P. McCarthy (SEAL)  
Patricia M. McCarthy (SEAL)

GEORGE E. COLE & COMPANY ASSOCIATION

This instrument was prepared by \_\_\_\_\_

(NAME AND ADDRESS) 119

Palatine, Illinois 60067

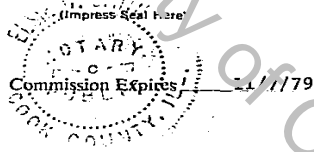
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STATE OF Illinois } ss.  
COUNTY OF Cook }

I, Elsie C. Smith a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Denis P. McCarthy and Patricia M. McCarthy, 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.

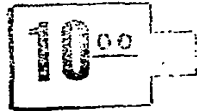
Given under my hand and notarial seal this 7<sup>th</sup> day of April 1979.



Elsie C. Smith  
Notary Public

APR 12 1979

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



SAVING SAVINGS & LOAN ASSOCIATION  
100 West Madison Street  
Chicago, Ill. 60601  
Patricia M. McCarthy

GEORGE E. COLE  
LEGAL FORMS  
(800) 155-1554

**END OF RECORDED DOCUMENT**