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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

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GEORGE E. COLEY
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that JAMES H. RAINBOLT III AND MICKIE J. RAINBOLT, his wife, (hereinafter called the Grantor), of

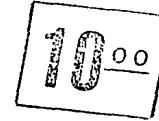
1933 Wayland Lane, Schaumburg, Illinois
(No. and Street) (City)

(State)

for and in consideration of the sum of Twenty Thousand One Hundred Sixty and No/100ths * * * Dollars in hand paid, CONVEY AND WARRANT to Mayrine Frohne of 100 W. Palatine Road, 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 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 Schaumburg, County of Cook and State of Illinois, to-wit:

LOT 54 IN WEAVERSFIELD UNIT 2, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10 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.

IS IT IS, nevertheless, for the purpose of securing performance of the covenants and agreements herein,

WHEREAS, The Grantor is James H. Rainbolt III and Mickie J. Rainbolt, his wife, just indebted upon One principal promissory note bearing even date herewith, payable

in 120 successive monthly installments commencing on the 14th day of August, 1977 and on the same date of each month thereafter, and except the last installment to be in the amount of \$168.00 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 ten years, any extensions or renewals of said loan and any additional advances up to a total amount of Twenty Thousand One Hundred Sixty and No/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 and restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) if water damage to premises shall not be committed or suffered, to pay to keep all buildings now or at any time owned or occupied by it in a condition acceptable to the grantee herein, who is hereby authorized to place other expenses acceptable to the holder of the first mortgage indebtedness, with loss claim, at such payable to the first Trustee or Mortgagee, and second, to the Trustee herein at their interest may appear, which portion shall be held and retained with the said Mortgagors or Trustees until the indebtedness is fully paid; (5) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IS IT IS, of taking so to insure, or pay taxes or assessments, or the prior encumbrances 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 bill or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately upon demand, and the same with interest thereon from the date of payment, at eight per cent per annum shall be no more additional indebtedness secured thereby.

IS IT IS, of a breach of any of the above-said covenants or agreements the whole or 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 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 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 embracing foreclosure decree, shall be paid by the Grantor; and the same 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 item upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings whether a sale or sale shall have been entered or not, shall not be dissolved, 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 time being, for the beneficiaries, administrators and executors 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 for foreclosure of 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 of charge of said premises with power to collect the rents, hire and profit of the said premises.

The name of a record owner: JAMES H. RAINBOLT III AND MICKIE J. RAINBOLT, his wife.

IS IT IS, event of the death or removal from and Joseph P. O'Connor of said County is hereby appointed to be first successor in the trust, and if for any reason said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County, hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the trustee 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 First day of July 1977.

James H. Rainbolt III

(SEAL)

Mickie J. Rainbolt

(SEAL)

PALATINE LIVINGS & LG

100 W. Palatine Road

P.O. Box 259 NAME AND ADDRESS

Palatine, Illinois ZIP CODE

A. Schaffert

This instrument was prepared by

George E. Coley, Esq.

Attala, Illinois

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STATE OF **Illinois** }
COUNTY OF **Cook** } ss.

I, **Elaine G. Smith**, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **James H. Rainbolt III and Nickie J. Rainbolt,** **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 **First** day of **July**, **19 77.**

Impress Seal Here
Commission Expires **14/7/79**

Notary Public

BOX 533

SECOND MORTGAGE
Trust Deed

PALATINE SAVINGS & LOAN ASSOCIATION
100 West Palatine Road
P.O. Box 159
Palatine, Illinois 60067

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT