

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 339 573

6095
GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That JOHN E. ALTMeyer AND PEGGY M. ALTMeyer, his wife,
(hereinafter called the Grantor), of 1328 N. Yale, Arlington Heights, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Thirteen Thousand Seven Hundred Fifty-five & 60/100ths* Dollars
in hand paid, CONVEY AND WARRANT to Mayrjne 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 Arlington Heights, County of Cook and State of Illinois, to-wit:

Lot 7 in Raymond I. Lutzger's Subdivision of the West 78 acres of the South West 1/4
of Section 19, Township 42 North, Range 11 East of the Third Principal Meridian
(except the South 25 feet thereof) 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.

WHEREAS, The Grantor John E. Altmeyer and Peggy M. Altmeyer, his wife,
justly indebted upon one principal promissory note bearing even date herewith, payable

in 180 successive monthly installments commencing on the 6th day of April, 1978, and
on the same date of each month thereafter, all except the last installment to be in
the amount of \$76.42 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
15 years, any extensions or renewals of said loan and any additional advances up to
a total amount of Thirteen Thousand Seven Hundred Fifty-five and 60/100ths Dollars****

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 in repair 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 and indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interest 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, to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon 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 or so much of the principal and interest as may be due, including principal and interest, shall, at the option of the legal holder thereof, without notice, become immediately payable, and with interest thereon from time of such breach at eight per cent per annum, shall be recoverable by foreclosure 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 the grantee in connection with the foreclosure hereof—including reasonable attorney's fees, costs for documentary evidence, stenographic notes, and the cost of procuring or completing abstract showing the whole title of said premises embracing 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 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 keeper is John E. Altmeyer and Peggy M. Altmeyer, his wife, County of the grantee, or of his resignation, refusal or failure to act, Cook County of the grantee, or of his resignation, refusal or failure to act, 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 23rd day of February, 1978.

John E. Altmeyer (SEAL)
Peggy M. Altmeyer (SEAL)

PALATINE SAVINGS & LOAN ASSOCIATION
100 West Palatine Road
(NAME AND ADDRESS)
Palatine, Illinois 60067

This instrument was prepared by

24 339 573

UNOFFICIAL COPY

1978 FEB 24 AM 9 32
RECORDER OF DEEDS
COOK COUNTY ILLINOIS

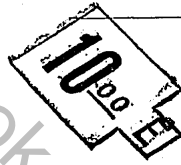
RECORDER *[Signature]*

STATE OF Illinois ss.
COUNTY OF McHenry FEB-24-78 1 4 7 8 5 24339573 A - REC 10.00

I, Cheryl L. Nuss, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that John E. Altmeyer and Peggy M. Altmeyer, 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 23rd day of February, 19 78.
[Signature]
Notary Public
Commission Expires 4-25-78



24339573

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



PALATINE SAVINGS & LOAN ASSOCIATION
100 West Palatine Road
P. O. Box 159
Palatine, Illinois 60067
GEORGE E. COLE
LEGAL CORP.

END OF RECORDED DOCUMENT