

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25680283

GEORGE E. COLE\*  
LEGAL FORMS

THIS INSTRUMENT WITNESSETH, That WILLIAM D. SAN HAMEL AND BONNIE J. SAN HAMEL, HIS WIFE  
(hereinafter called the Grantor), of 300 THAMES PKWY #3K PARK RIDGE ILLINOIS  
(No. and Street) (City) (State)  
for and in consideration of the sum of FIFTEEN THOUSAND, SIXTY THREE & 40/100-----Dollars  
in hand paid, CONVEY AND WARRANT to DES PLAINES BANK  
of 1223 OLSON DES PLAINES 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 County of PARK RIDGE County of COOK and State of Illinois, to-wit:

PER SCHEDULE ATTACHED AND MADE A PART OF THIS TRUST DEED.

Unit number 6-3-"K" and garage unit 6-"2"-1 in Bristol Court Condominium as delineated on Survey of the following described real estate (herein referred to as PCL):

**Parcel 1:**

All of Lot "A" in Sellergren's Bristol Court, being a subdivision of parts of Lots 8 and 10, in the Owner's Partition of Lots 30, 31, 32 and 33 in County Clerk's Division of the North West ¼ of Section 34, Township 41 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded June 10, 1966 as Document number 19,852,990 in Cook County, Illinois.

**ALSO**

**Parcel 2:**

All of 1st Addition to Sellergren's Bristol Court, being a subdivision of Lot 5 (including that part thereof falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963 as document number 18,964,943), and Lot 7 Except the West 27.60 feet thereof, in Owner's Partition of Lot 30, Township 31 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois which plat of survey is attached as Exhibit "C" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document number 22,699,774, and as amended by Document number 24,394,152, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

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RECORDS

Property of Cook County MORTGAGE

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 S, WILLIAM D. SAN HAMEL AND BONNIE J. SAN HAMEL, HIS WIFE justly indebted upon A CERTAIN principal promissory note bearing even date herewith, payable IN FULL AT MATURITY ON MARCH 16, 1981, OR ANY SUBSEQUENT RENEWALS

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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 as the 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 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 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 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 expenses and disbursements, occasioned by any such 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 claims 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 owner is: WILLIAM D. SAN HAMEL  
 IN THE EVENT of the death or removal from said COOK County of the grantee, or of his resignation, refusal or failure to act when DES PLAINES BANK of said County is hereby appointed to be first successor in the 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 S and seal S of the Grantor S, this 15th day of NOVEMBER, 1980

William D. San Hamel (SEAL)  
William D. San Hamel  
Bonnie J. San Hamel (SEAL)  
Bonnie J. San Hamel

This instrument was prepared by R. Adamson, 1223 Oakton, Des Plaines, IL 60018  
 (NAME AND ADDRESS)

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1980 NOV 25 AM 9 38

REC-1008 *Richard Adamson*

NOV-25-80 3 7 4 4 7 6

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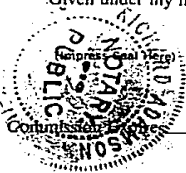
11.15

STATE OF Illinois  
COUNTY OF Cook

ss.

I, Richard Adamson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William D. San Hamel & Bonnie J. San Hamel, 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 15th day of November, 1980.



*Richard Adamson*  
Notary Public

9/22/81



BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
\_\_\_\_\_  
TO  
DES PLAINES BANK  
COMMERCIAL LOAN DEPARTMENT  
1223 OAKTON  
DES PLAINES, IL 60018



25680283  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT