

# UNOFFICIAL COPY

1-11-19  
1930 MORTGAGE FORM (REVISED)

CHICAGO, ILL. 60602  
JANUARY, 1968

25982798

THIS INDENTURE, WITNESSETH, that **Jack D. Batio and JoAnn R. Batio**

hereinafter called the Grantor(s) of the city of **Rolling Meadows** County of **Cook** Illinois

for and in consideration of the sum of **Fortyone thousand and eight dollars and 80/100**

in hand paid, CONVEY AND WARRANT to **E. Drolet** of the city of **Prospect Heights** County of **Cook** and State of **Illinois**

and to his successors in that heretofore named, for the purpose of securing performance of the covenants and agreements hereinafter following described in the covenants thereon, including all the covenants of flowing gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of the premises situated in the City of **Prospect Heights** County of **Cook** and State of **Illinois**, to wit:

**The South half of Lot 22 in FIRST ADDITION TO MEADOWLANE SUBDIVISION being a subdivision of part of the East half of the North West Quarter of the North West Quarter of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.**

Prepared by **W. Skoog, 951 Piper Lane, Prospect Heights, Illinois 60070**

Hereby releasing and waiving all rights of the Grantor(s) in and to the premises and appurtenances thereof in the State of Illinois, IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

Witness, The Grantor **Jack D. Batio and JoAnn R. Batio**

justly made upon **their** \_\_\_\_\_ hereby paid present day rate of \_\_\_\_\_ bearing even date herewith, pay to be

**\$41,008.80** **638.48 @ monthly**

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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 notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) that within 90 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 hereafter on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies to be selected by the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee and secondly to the Trustee hereinafter in as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall be due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or to rebuild or restore buildings or improvements, or to discharge or purchase any tax lien or file affecting said premises or pay all prior mortgages and the interest thereon, then hereinafter to mature, and all moneys so due the Grantor agrees to repay immediately with interest, and all the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness.

IN THE EVENT of a breach of any of the above said covenants or agreements of a 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 or for the holder thereof, or by suit at law, or in chancery, as if said indebtedness had then matured by the terms hereof.

It is further agreed by the Grantor that all expenses, disbursements paid or incurred in behalf of said holder in connection with the foreclosure hereof, including reasonable attorney's fees, costs for documentary expenses, state and local charges, cost of producing a complete abstract showing the whole title of said premises embracing four (4) or more acres, shall be paid by the Grantor; and all like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee 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 rights of redemption and income from said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Decree, the court in such suit 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.

IN THE EVENT of the death or removal from said **Cook** County of the grantee, or of his resignation,

refusal or failure to act, **The Palwaukee Bank** of said County is hereby appointed to be first successor in this trust, and if for any cause said first successor fail or refuse to act, the person who shall then be the acting Record 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 grantor 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 \_\_\_\_\_, 19\_\_\_\_.

*Jack Batio* (SEAL)  
*JoAnn Batio* (SEAL)

# UNOFFICIAL COPY

1981 AUG 28 AM 11 19

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ AUG 28 1981 5 12 1 01 254.000 10.00

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

person known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of \_\_\_\_\_ instead.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

(Impress Seal Here)


Notary Public

Commission Expires \_\_\_\_\_

10.00

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|         |                               |    |  |  |                                 |
|---------|-------------------------------|----|--|--|---------------------------------|
| BOX No. | SECOND MORTGAGE<br>Trust Deed | TO | THE PALWAUKEE BANK<br>651 Piper Lane<br>Prospect Heights, Illinois 60070 |  | GEORGE E. COLE<br>LEGAL COUNSEL |
|---------|-------------------------------|----|--|--|---------------------------------|

**END OF RECORDED DOCUMENT**