

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25318505

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Ray Olinger and Michelle M. Olinger, His Wife  
55 West Algonquin Road, Des Plaines, Illinois

hereinafter called the Grantors of \_\_\_\_\_  
(No and Street) (City) (State)

do and in consideration of the sum of Twelve thousand Four hundred Two and 24/100ths Dollars  
in hand paid, CONVEY AND WARRANT TO THE DES PLAINES BANK  
of 1223 Oakton Street, 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 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 City  
of Des Plaines County of COOK and State of Illinois, to-wit:

The East 100 feet of the West 620 feet (except the South 500 feet) of the North 1/2  
of the North East 1/4 of the South East 1/4 of Section 24, Township 41 North, Range  
11 East of the Third Principal Meridian, also that part lying South of the South  
Line of Algonquin Road of the East 100 feet of the West 620 feet of the East 1/2  
of the South 4 rods of the North East 1/4 of Section 24, Township 41 North Range  
11 East of the Third Principal Meridian, in Cook County, Illinois.

Heirs, heirs, and assigns all rights under and by virtue of the homestead exemption laws of the State of Illinois.

to be held in trust for the purpose of securing performance of the covenants and agreements herein.

Witness the Grantor Ray Olinger and Michelle M. Olinger, His Wife

to be secured by an Installment promissory note bearing even date herewith, payable  
in forty eight monthly installments of \$218.38 beginning on January 20, 1980.

(1) To pay said indebtedness, and the interest thereon as herein and in said note or  
in the promissory note, according to the agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments  
on said premises, and to demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore  
all buildings and improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be  
committed; (5) to keep all buildings on or at any time on said premises insured in companies to be selected by the grantee  
herein, and to be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with  
the amount of such insurance payable first to the first Mortgagee or Trustee, and second to the Trustee herein as their interests may appear, which  
policy shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances,  
with interest thereon at the time or times when the same shall become due and payable.

(7) In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, when due, the  
holder of the first mortgage or indebtedness may procure such insurance, or pay such taxes or assessments, or discharge any tax  
liability on said premises, or pay all prior incumbrances, and the interest thereon from time to time, and all money so paid, the  
Grantor agrees to pay immediately, on demand, and the same with interest thereon from the date of payment at eight per cent  
per annum, plus such additional indebtedness secured hereon.

(8) In the event of a breach of any of the above and covenants or agreements the whole or said indebtedness, including principal and all  
interest thereon, 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  
amount of all such indebtedness, had then matured, to be paid.

It is agreed by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-  
closure hereon, including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting 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 sale that may be rendered in such foreclosure proceedings; which proceeding, whether fore-  
closure or sale, shall have been entered or made, and 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 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 receiver, to-wit: Ray Olinger and Michelle M. Olinger, His Wife  
COOK County of the grantee, or of his resignation,

IN THE EVENT of the death or removal from said \_\_\_\_\_  
refusal or failure to act, then The Des Plaines Bank 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 18th day of December 19 79

Ray Olinger (SEAL)  
Michelle M. Olinger (SEAL)  
Michelle M. Olinger

This instrument was prepared by Beverly Polyak, The Des Plaines Bank, 1223 Oakton Street  
(NAME AND ADDRESS) Des Plaines, IL 60018

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# UNOFFICIAL COPY

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72050

6th

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Michael G. Kappos, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ray Olinger and Michelle M. Olinger, His Wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 December, 19 79.

(Impress Seal Here)

Michael G. Kappos  
Notary Public

Commission Expires 11-5-82



25318505

BOX No.							
SECOND MORTGAGE							
<b>Trust Deed</b>							
		TO					

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT