

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25319170

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Dennis F. Robinson and Judy K. Robinson his wife (hereinafter called the Grantor), of Central Park Hazel Crest, Ill. (No. and Street) (City) (State) for and in consideration of the sum of Seventy Eight Thousand (\$78,000.00) Dollars in hand paid, CONVEY AND WARRANT to Robert Thomas and Patricia Lee of 215 N. Edgewood Hill Rd. Arlington Heights, Ill. (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 Hazel Crest County of Cook and State of Illinois, to-wit:

LOT 640 in HAZELCREST Highlands 11 B Addition, being a subdivision of part of the Northeast Quarter of Section 26 and part of the Southeast Quarter of Section 26 and part of the Northwest Quarter of Section 26 and part of the Southwest Quarter of Section 26, Township 36 North, Range 15 East of the Third Principal Meridian

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 Dennis F. Robinson and Judy K. Robinson his wife justly indebted upon Chair principal promissory note bearing even date herewith, payable

120 payments beginning JAN 15 1980 of 650.00 Monthly
Final payments of 450.00 being due Dec 15 1989.

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) to pay 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, 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 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 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 to 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 hereof, 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 fees, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by answer 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, and 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 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 process and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or control of said premises with power to collect the rents, issues and profits of the said premises.

The name of a receiver is: Dennis F. Robinson and Judy K. Robinson county of the grantee, or of his resignation, IN THE EVENT of the death or removal from said Cook county of said County is hereby appointed to be the acting Receiver in the event of refusal or failure to act, then Records of Deeds of said County is hereby appointed to be the acting Receiver 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 3 day of Dec 1979

Dennis F. Robinson (SEAL)
Judy K. Robinson (SEAL)

This instrument was prepared by R. D. Zamba 215 N. Edgewood Hill Rd. (NAME AND ADDRESS)
Arlington Heights Ill. 60004

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Robert D. Zamba

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

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STATE OF Illinois }
COUNTY OF Cook } ss.

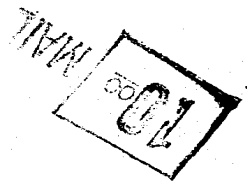
I, Robert D. Zamba, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald F. Robinson and Judy K Robinson his wife personally known to me to be the same person whose names they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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.



Witnessed by my hand and notarial seal this 3 day of Dec, 1979

Robert D. Zamba
Notary Public

Sept. 15 1980



25319170



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO:
ROBERT THOMAS & ASSOCIATES
215 N. Arlington Heights Rd.
Arlington Heights, IL 60004

GEORGE E. COLE®
LEGAL FORMS

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