

UNOFFICIAL COPY

FORM NO. 1202
April, 1960

SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That RONALD E. MAIDA and
KATHRYN J. MAIDA

88132506

(hereinafter called the Grantor), of
1521 Fairfield, Hoffman Estates, Illinois
(No and Street) (City) (State)

for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED
and ~~one~~ (\$7500.00) Dollars

in hand paid, CONVEY AND WARRANT, to JEFFREY S. MULLINAX
and ANNE L. MULLINAX
of 793 Tipperary, Gilberts, Illinois
(No and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, 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 Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

LOT 11 IN BLOCK 192 IN THE HIGHLANDS WEST AT HOFFMAN ESTATES XXI,
BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND PART OF THE
EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH,
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF
HOFFMAN ESTATES, SCHAUERBURG TOWNSHIP, IN COOK COUNTY, ILLINOIS,
ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1965 AS DOCUMENT
NO. 19463901, IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK
COUNTY, ILLINOIS.

H.A.D
PERMANENT INDEX NO.: 07-08-409-011 4

88132506

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 and 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 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 encumbrances, 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 encumbrances 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 encumbrances 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 NINE (9%) 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 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 -10 1/2 - 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 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 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 addition to 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 therefrom.

The name of a record owner RONALD E. MAIDA and KATHRYN J. MAIDA

IN THE EVENT of the death or removal from said

County of the grantee, or of his resignation, refusal or failure to act, then

of said County is hereby appointed to be first successor in this trust;

and it for any like cause and 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 of 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.

This trust deed is subject to covenants and restrictions of record and terms of the aforesaid Note.

Witness the hand RONALD E. MAIDA and seal KATHRYN J. MAIDA of the Grantor this 2 day of MARCH, 1968

(SEAL)

RONALD E. MAIDA

(SEAL)

KATHRYN J. MAIDA

(SEAL)

Please print or type name(s)
below signature(s)

This instrument was prepared by Edward A. Price, Attorney at Law, 145 S. Center, Bensenville, IL
(NAME AND ADDRESS)

Applicant for Property Tax Exemption, Fairfield, Hoffman Estates

UNOFFICIAL COPY

STATE OF IL }
COUNTY OF DUPAGE } ss.

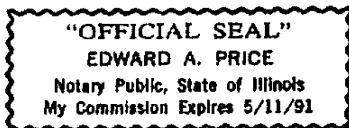
I, EDWARD A. PRICE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD E. MAIDA and KATHRYN J. MAIDA, HIS WIFE personally known to me to be the same person~~s~~ whose names ~~ARE~~ subscribed to the foregoing instrument, appeared before me this day in person 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 official seal this 2 day of MARCH, 1988.

(Impress Seal Here)


Notary Public

Commission Expires 5/11/91

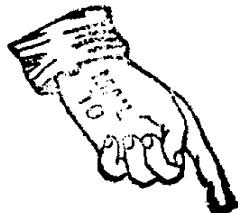


MAR-31-88 13264 88132506 - A - Rec

13.00

31 MAR 1988 10:10

88132506
SECOND MORTGAGE
Trust Deed 88132506
TO



GEORGE E. COLE®
LEGAL FORMS

UNOFFICIAL COPY



GEORGE E. COLE
LEGAL FORMS

SECOND MORTGAGE
Trust Deed

88132506

BOX No. _____

88132506

31 MAR 1986 10:10

MAR-31-88 132506 A - Rec 13.00

"OFFICIAL SEAL"
EDWARD A. PRICE
Notary Public, State of Illinois
My Commission Expires 5/11/91

Commission Expires 5/11/91

(Impress Seal Here)

Notary Public

Given under my hand and official seal this 2 day of March 1988.

witness of the wife of homestead.

Instrument Edward A. Price free and voluntary act, for the uses and purposes herein set forth, including the release and
appended before me this day in person and acknowledged that Edward A. Price signed, sealed and delivered the said
personally known to me to be the same person whose name Edward A. Price subscribed to the foregoing instrument.

MAIA, HIS WIFE

State aforesaid, DO HEREBY CERTIFY that Edward A. Price, MAIA and KATHRYN,
a Notary Public in and for said County, in the

STATE OF IL COUNTY OF DuPage

STATE OF IL COUNTY OF DuPage
} 55.