

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) No. 202 March, 1968

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GEORGE E. COLE'S LEGAL FORMS

THIS INDENTURE, WITNESSETH, That the Grantors, Paul Scheidt, divorced & not since remarried of the City of Country Club Hills, County of Cook and State of Illinois for and in consideration of the sum of Seven Thousand One Hundred Twenty Six & 20/100 Dollars in hand paid, CONVEY AND WARRANT to Joel Salk, Trustee, 1655 Oak Street

of the City of Chicago Hts, County of Cook and State of Illinois as trustee, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreement 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 profit of said premises, situated in the City of Country Club Hills, County of Cook and State of Illinois, to-wit:

Lot 167 in J. E. Merrion's Country Club Hills First Addition, a Sub-division of the South East Quarter of the North West Quarter (except the East 50 feet of the South 165 feet thereof) and the East half of the South West Quarter (except the East 50 feet thereof and except the West 262 feet of the South 450 thereof) of Section 34, Township 36 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded September 26, 1956 as document 16709687, in Cook County, Illinois

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 Grantors are justly indebted upon CNE principal promissory note bearing even date herewith, payable in the sum of Seven Thousand One Hundred Twenty Six and 20/100 dollars in sixty (60) equal and successive monthly installments of One Hundred Eighteen and 77/100 dollars each and beginning on January 23, 1972 and ending December 23, 1976.

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THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 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 of 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 of the interest thereon when due, the grantors shall be liable for 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 grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured by this deed.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof— including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the title of said premises embracing foreclosure decree—shall be paid by the grantors; 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 grantors. 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 proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for their heirs, executors, administrators, and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, 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, then Joseph R. Perozzi 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO \_\_\_\_\_

Witness the hands and seals of the grantors this 23rd day of December 1971

Paul Scheidt (SEAL)

\_\_\_\_\_ (SEAL)

23-4889-1

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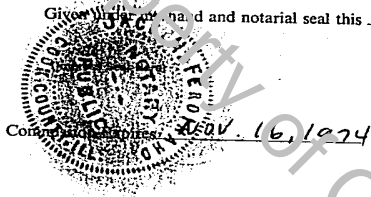
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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Jack M. Ferdinand, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul Scheidt, divorced & not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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 homestead.

Given under my hand and notarial seal this 23rd day of Dec., 1971



Jack M. Ferdinand  
Notary Public

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**5<sup>00</sup> MAIL**

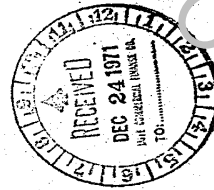
SECOND MORTGAGE

**Trust Deed**



**AFTER RECORDING  
RETURN TO**

JAFFE COMMERCIAL FINANCE CO.  
1655 Oak St. Chgo., Hqts., Ill.  
P. O. Box #517



21761103  
GEORGE E. COLE  
LEGAL FORMS

**END OF RECORDED DOCUMENT**