

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

21 777 756

GEO E COLE & Co CHICAGO
L E G A L B L A N K S

This Indenture, WITNESSETH, That the Grantor James David Reynolds and Gloria Diane Reynolds

His Wife Jtly

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Seven Thousand One Hundred Forty One and 68/100 Dollars
in hand paid, CONVEY AND WARRANT to Jerome R Thomas
City of Chgo County of Cook Illinois
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, 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 Chgo County of Cook and State of Illinois, to-wit:

Lot 317 in Rudolph's Subdivision of Blocks 4 and 5 in W.B. Ogden's
Subdivision of the S.W.1/4 of SECTION 18, Township 40 North, Range 14.

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. His Wife Jtly

WHEREAS, The Grantor James David Reynolds and Gloria Diane Reynolds His Wife Jtly
justly indebted upon One instrument principal promissory note bearing even date herewith, payable

the principal sum of Seven Thousand One Hundred Forty One and 68/100 Dollars
payable as follows; Eighty Five and 02/100 Dollars on the 1st day of March, 1972
Eighty Five and 02/100 Dollars on the 1st day of each month beginning on the 1st day
of April 1972 for Eighty One (81) months succeeding, and a final payment of
Eighty Five and 02/100 Dollars on the 1st day of Feb 1979

THE GRANTOR covenant and agree 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, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of 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 policies attached payable first, to the first Trustee or Mortgagee, and second, to the Trust herein as their interests may appear, which policies shall be kept 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 to insure, or pay taxes or assessments, or the prior incumbrances 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 of 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 seven per cent. per annum, shall be so much additional indebtedness secured hereunder.

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 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 been secured by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing 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 additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, 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 grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees, at upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the same.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Chicago Title & Trust Co of Chicago 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 3rd day of January A. D. 19 72

X James D Reynolds (SEAL)
X Gloria D Reynolds (SEAL)
Gloria D (SEAL)
(SEAL)

21 777 756

Office

JAN 17 11 09 AM '72

JAN-17-72 579574 • 21777756 R A -- Fee \$5.00

State of Illinois
County of Cook } ss.



MY COMMISSION EXPIRES
MARCH 22, 1972

I, Mario N. Di Flavio
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
James David Reynolds and Gloria Diane Reynolds His Wife Jtly

personally known to me to be the same persons 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 Notarial Seal, this 3 rd
day of January A. D. 19 72

Mario N. Di Flavio
Notary Public.



3/6626

21777756

Cook Co. Box No. 221 Di Flavio

SECOND MORTGAGE
Trust Deed

West Belle Plaine Chicago, Ill
James David Reynolds and Gloria
Diane Reynolds His Wife Jtly

TO
Jerome R Thomas

Mail To;

M. N. Di Flavio
American National Bank
33 N La Salle Street
Chicago, Ill

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT