

UNOFFICIAL COPY

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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 2202 21. 805 038 GEO. E. COLE & CO. CHICAGO REG. & AL. BLANK #

This Indenture, WITNESSETH, That the Grantor, South Holland Trust & Savings Bank as Trustee under Trust Agreement No. 1205 dated May 21, 1969,

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of the Village of So. Holland County of Cook and State of Illinois for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid CONVEYS AND WARRANTS to ROBERT SNYDER

of the Village of Dolton County of Cook and State of 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 Village of Dolton County of Cook and State of Illinois; to-wit: Lots 3, 4, 5 and 6 in Block 1 in Calumet Woodlands Subdivision of Lots 6 and 7 of Diekman's Subdivision of the West 1/2 of the North East 1/4 of the South East 1/4 of Section 11 and the West 1/2 of the South East 1/4 of Section 11 (except 6 acres in square form in North West corner of said West 1/2 of the South East 1/4 of said Section 11) and also the North East 1/4 of Section 14 (except a triangular piece of land in the South East 1/4 of the North East 1/4 lying South of the Pittsburgh, Cincinnati & St. Louis Railroad; all being in Township 36 North Range 14 East of the Third Principal Meridian; also that part of the North West 1/4 of the South East 1/4 of said Section 11 lying North of the Calumet River, in Cook County, Illinois.

Hereby releasing and waiving all right 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, South Holland Trust & Savings Bank, as Trustee under Trust Agreement No. 1205 dated May 21, 1969, justly indebted upon principal promissory note bearing even date herewith, payable in the principal sum of \$83,000.00 as follows: \$1,987.54, or more, on the 1st day of March, 1972, and \$1,987.54, or more, on the 1st day of each and every month thereafter to and including the 1st day of January, 1976, with a final payment of the balance due on the 1st day of February, 1976, which above payments include 1% interest on the principal balance remaining from time to time unpaid at a rate of seven per cent (7%) per annum.

Nothing herein contained shall prevent payment of the entire principal balance in full at any time hereafter without penalty.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the late charges, 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 or damage to rebuild or repair all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste to be committed or suffered on the 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, or to pay all prior incumbrances, and the interest thereon, at the time or times when the same legal become due and payable.

IN THE EVENT of failure so 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 on title affecting said premises or pay all prior incumbrances and the interest thereon, and all moneys 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 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 holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time which 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 said indebtedness had been matured 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 foregoing hereof, including reasonable solicitor's fees, public fees for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, and 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 holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor, and the like 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 any such 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 his heirs, executors, administrators and assigns of said premises, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that 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 claimant under said premises, 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, removal or absence from said County of the grantee, or of his refusal or failure to act, then

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 4th day of February A. D. 1972.

South Holland Trust & Savings Bank (SEAL) as Trustee under Trust Agreement No. 1205 dated May 21, 1969

By: [Signature] (SEAL) Vice President

ATTES: [Signature] (SEAL) Asst. Secretary

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State of Illinois,
COUNTY OF COOK

ss.

I, Laura A. Althoff

A Notary Public, in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that George M. Marevich
Vice President of the SOUTH HOLLAND TRUST & SAVINGS
Bank, and Jack Dalenberg
Asst. Secretary of said Corporation, personally known to me to
be the same persons whose names are subscribed to the foregoing instru-
ment as such Vice President and Asst. Secretary
respectively, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own free and vol-
untary act, and as the free and voluntary act of said Corporation, for the
uses and purposes therein set forth; and the said Asst. Secretary
did also then and there acknowledge that he, as custodian of the corporate
seal of said Corporation, did affix the said corporate seal of said Corpora-
tion to said instrument as his own free and voluntary act, and as the
free and voluntary act of said Corporation, for the uses and purposes
therein set forth.

Given under my hand and Notarial Seal this 14 day
of February, 1972.

Laura A. Althoff

COOK COUNTY, ILLINOIS
FILED FOR RECORD

William R. Olson
RECORDER OF DEEDS

FEB 14 '72 1:36 PM

21805038

Box No. 445

SECOND MORTGAGE

Trust Deed

TO

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT