

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

21 935 219

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Willis E. Nieman and Leta L. Nieman,
his wife, as Joint Tennants, not as Tennants in Common
 (hereinafter called the Grantor), of the _____ of _____ County of Cook
 and State of Illinois, for and in consideration of the sum of
Two Thousand Five Hundred and no/100 Dollars
 in hand paid, CONVEY AND WARRANT to Lawrence G. Miller
 of the City of Chicago 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 fol-
 lowing 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 Hoffman Ests. County of Cook and State of Illinois, to-wit:

Unit No. 1 In Area 8 in Lot 8 in Farrington Square Unit
 No 1 ~~xxxxx~~ Being A Subdivision of Part of the North
 East 1/4 of Section 7, Township 41 North Range 10 East
 of the Third Principal Meridian According to the Plat
 Thereof Recorde November 14, 1969 as Document no.
 2013529 in Cook County, Illinois

Also:
 Parcel 2:
 Easement Appurtenant to the Above Described Real Estate
 as Defined in Declaration Recorded June 8, 1970 as Document
 No. 21170177 All 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 Grantor Willis E. Nieman and Leta L. Nieman, His wife
 justly indebted upon a \$2500.00 Dollar principal promissory note bearing even date herewith, payable
 with interest at the rate of Eight per Centum (8%) per annum
 on the unpaid balance until paid, and made payable to
 the order of LAWRENCE G. MILLER at his residence or at such
 other place as he may designate in writing, and delivering
 the said principal and interest being payable in six Fifty-Nine
 (59) Monthly installments of Fifty-Five Dollars and one (1)
 Final monthly payment of any outstanding monies owing by
 Grantor to Lawrence G. Miller the first payment due on
 July 1, 1972 and thereafter on the first day of every subsequent
 month with the final payment being due on July 1, 1977

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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 prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts herefor; (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, secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 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, 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 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 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 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 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 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 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 on 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 _____ 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 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^s and seal^s of the Grantor^s this 3rd day of June, 1972

Willis E. Nieman (SEAL)
Leta L. Nieman (SEAL)

BOX 533

21 935 219

LAYER ONE
6/25/72

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Kathryn M. Spencer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Willis E. Nieman and Leta Lee Nieman, his wife,

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 3rd day of June, 19 72.



Kathryn M. Spencer
Notary Public

My Commission Expires August 3, 1975

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 12 '72 1 34 PM

Richard R. Chen
RECORDER OF DEEDS

21935219

BOX No. _____

SECOND MORTGAGE

Trust Deed

TO _____

Name: Leta Miller

Address: 526 Glenview Rd.

City: Glenview Ill 60036

Room: _____

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END OF RECORDED DOCUMENT