

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

GEORGE E. COLE
LEGAL FORMS

21 218 515

THIS INDENTURE, WITNESSETH, That Jerrold Lee Patton and Sandra Joyce Patton,
his wife
(hereinafter called the Grantor), of the city Harvey of County Cook
and State of Illinois for and in consideration of the sum of
Three thousand nine hundred twenty dollars and no hundredths (\$3920.00) Dollars
in hand paid, CONVEY S AND WARRANT S to Dominic J. Sesto
of the city Harvey of County 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, 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 city Harvey of County Cook and State of Illinois, to-wit: Lots 6, 7, & 8
(except the South 20 feet thereof) in Block 167 in Harvey, in South half of the
Southeast quarter and the Southeast quarter of the Southwest quarter of Section 7,
Township 36 North, Range 14 East of the Third Principal Meridian

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 Jerrold Lee Patton and Sandra Joyce Patton, his wife
justly indebted upon their principal promissory note bearing even date herewith, payable
in fourty-nine (49) monthly installments of eighty dollars (\$80) each

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 therefor; (3) within sixty days after destruction or damage to 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, 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 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 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 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, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether 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 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 appoint 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 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 Hodel Thrift Plan, Inc. 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 S, this 20th day of July, 19 70.

Jerrold Lee Patton (SEAL)
Sandra Joyce Patton (SEAL)

Property of Cook County Mortgage
21 218 515

1970 JUL 24 AM 10 22
Cheryl A. Allen

STATE OF Illinois JUL 24 70 99679 • 21218515 • A — Rec 5.00
COUNTY OF Cook ss.

I, Michael R. Berent, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerrol Lee Patton and Sandra Joyce Patton, 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



and notarial seal this 20th day of July, 19 70.

[Signature]
Notary Public

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21218515

BOX No. _____
SECOND MORTGAGE
Trust Deed

Jerrol Lee Patton
 and Sandra Joyce, his wife
 TO
Don nic J. Sesto

MAIL TO

GEORGE E. COLE
 LEGAL FORMS

END OF RECORDED DOCUMENT