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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor S. MICHAEL D. FLEMING and
SALLY J. FLEMING, his wife

of the Village of Brookfield County of Cook and State of Illinois

for and in consideration of the sum of One Thousand (\$1,000.00) Dollars

in hand paid, CONVEY AND WARRANT to WALTER KLOETZLI, JR. and CAROLYN G.

KLOETZLI, his wife of the Village of LaGrange Park 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 LaGrange Park County of Cook and State of Illinois, to-wit:

Lot Twenty-two (22), Block Eight (8), in Richmond's Addition to LaGrange,
in Section Thirty-three (33), Township Thirty-nine (39) North, Range Twelve
(12), East of the Third Principal Meridian

Property of COOK COUNTY SECOND MORTGAGE

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 S. Michael D. Fleming and Sally J. Fleming, his wife justly indebted upon the principal promissory note bearing even date herewith, payable at the rate of \$30.00 per month with interest at the rate of 8% per annum

THE GRANTOR S. covenant and agree as follows: (1) To pay all 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 or damage to, or destruction or damage to, or removal of all buildings or improvements on said premises that may have been destroyed or damaged; (4) That while so 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 hereinafter named, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with his name as the beneficiary, 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 said Trustee or 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 become due said payments.

IN THE EVENT of failure so to insure, or pay taxes, 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 taxes or assessments, or discharge or purchase any lien or title affecting said premises or pay all prior incumbrances and the interest thereon, and all money so paid, the grantor S. agrees to pay 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 covenants or agreements of the whole of said indebtedness, principal and interest and all earned interest, shall, at the option of the holder thereof, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent. per annum, shall be payable by foreclosure thereof, or by suit at law, or both, the same as if all said obligations had then matured by express terms.

IT IS AGREED by the grantor S. that all expenses and disbursements said or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, attorneys' fees, documentary evidence, stenographer's charges, cost of preparing or completing a suit, showing the whole title of said premises embracing the mortgage decree shall be paid by the grantor S. and the like expenses and disbursements occasioned by any suit or proceeding wherein the grantee or the holder of any part of said indebtedness, as each, may be a party, shall also be paid by the grantor S. 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, into all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor S. for said grantor S. and for the heirs, executors, administrators and assigns of said grantor S. waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor S. or by party claiming under the grantor S., appoint a receiver to take possession of 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 Cook County of the grantee, or of his refusal or failure to perform the obligations of said County is hereby appointed to be first successor in this trust, and 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seals of the grantor S. this 26th day of October A. D. 1974

Michael D. Fleming (SEAL)
Sally J. Fleming (SEAL)

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State of ILLINOIS } ss.
County of COOK

I, Charles V. Hognen

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Michael D. Fleming and Sally J. Fleming, 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 twenty-sixth
day of October A. D. 19 70

Charles V. Hognen



21301846

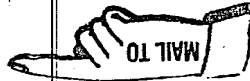
Property of Cook County Clerk's Office

500 MAIL

Box No. _____
SECOND MORTGAGE
Trust Deed

TO

MAIL TO:
O. William Olson
Attorney at Law
111 W. Washington Street
Chicago, Illinois 60602



GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT