

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

21 360 393

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That SIMON JAMES and LILLIAN J. JAMES, His Wife

(hereinafter called the Grantor), of the CITY of CHICAGO County of COOK and State of ILLINOIS, for and in consideration of the sum of SEVEN THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS AND 40/100 Dollars in hand paid, CONVEY AND WARRANT to PAUL K. SHANKS, TRUSTEE 1535 HALSTED STREET of the CITY of CHICAGO HEIGHTS 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, 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 of CHICAGO County of COOK and State of Illinois, to-wit:

Lot 1 in G. M. Posner's Resubdivision of Lot 8 in Subdivision of Lot 110 in School Trustees Subdivision of North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, with Lots 12, 13 and 14 in Fischer and Ehrlicher's Subdivision of Lot 111 of School Trustees Subdivision of North part of Section 16 aforesaid (except part taken for congress Street) in Chicago, 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 SIMON JAMES and LILLIAN J. JAMES, His Wife justly indebted upon (ONE) principal promissory note bearing even date herewith, payable

to the STATE LOAN COMPANY OF CHICAGO HEIGHTS, INC. - 1535 Halsted Street - Chicago Heights, Illinois as follows: in Sixty (60) successive and consecutive monthly installments of One Hundred Twenty - Nine and 09/100 Dollars (\$129.09) commencing on the 29th day of January, 1971 and on the twenty - ninth day of each month thereafter, ending on the 29th day of December 1975 or until the total amount of Seven thousand Seven Hundred Forty - Five and 40/100 (\$7,745.40) Dollars, is paid in full.

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 thirty 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 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; (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 or 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; when 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 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 at once, 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 assignee, refusal or failure to act, then ALLAN B. DAWSON of said County is hereby appointed to be the 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 and seal of the Grantor S this 29TH day of DECEMBER, 19 70

Simon James (SEAL)
Lillian J. James (SEAL)

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Linda Zych Mulder, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Simon James, Sr. & Lillian J. James, 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 of their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of any homestead.

Witnessed and notarial seal this 29th day of December, 19 70.

Linda Zych Mulder
Notary Public

21360393

BOX No. _____
SECOND MORTGAGE
Trust Deed

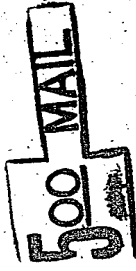
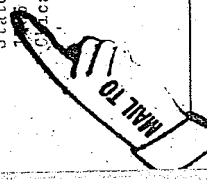
Simon James, Sr. and

Lillian J. James, His Wife
TO

Paul K. Shanks, Trustee

After Recording Please Return To:

State Loan Company
1414 Halsted Street
Chicago, Heights, Illinois 60641



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT