

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

21. 397. 512

Geo E Cole & Co CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantors, Edwin Koldras and Pamela M. Koldras, his wife * * * * *

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

for and in consideration of the sum of SIX THOUSAND FOUR HUNDRED THREE AND 92/100 Dollars in hand paid, CONVEY AND WARRANT to

of the Village of Bellwood 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 Hillside County of Cook and State of Illinois, to-wit:

Lot 61 in Castle Homes Addition to Hillside, being a Subdivision of part of the South East quarter of Section 7, Township 39 North, Range 12, East of the Third Principal Meridian lying Northerly of the right of way of the Chicago Great Western Railroad Company 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 Grantors Edwin Koldras & Pamela M. Koldras

justly indebted upon Second Mortgage principal promissory note bearing even date herewith, payable FIVE HUNDRED THIRTY THREE AND 66/100 * * * * * DOLLARS, monthly commencing March 16, 1971

THE GRANTORS covenant and agree as follows: (1) To pay said 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, 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 rebuilding or before 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 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 or assessments, or discharge or purchase any tax liens, all the same 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 grantors, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, giving the whole title of said premises embracing foreclosure decree—shall be paid by the grantors, 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 grantors. 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 said foreclosure 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, in for said grantor, and for the heirs, executors, administrators and assigns of said grantor, 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 party claiming under said grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of 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 act, the Bank of Bellwood 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 16th day of February A. D. 19 71

Edwin Koldras (SEAL)
Pamela Koldras (SEAL)

(SEAL)

(SEAL)

Property of Cook County, Ill.

21 397. 512

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State of Illinois
County of Cook } ss.

I, Mary Jane Reigart
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Edwin Koldras and Pamela Koldras, 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 16th
day of February A. D. 1971

Mary Jane Reigart
Notary Public.
My Commission Expires November 31, 1971



Property of Cook County Clerk's Office

21397512



Box No. **SECOND MORTGAGE**
Trust DEED
TO
BANK OF BULLOCK
217 J. HANCOCK ST.
BELLVIEW, ILLINOIS 60104

GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT