

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

22 415 499

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Terry L. Dashner and Mary C. Dashner, 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 -----  
TEN and no/100 (\$10.00) ----- Dollars  
in hand paid, CONVEY AND WARRANT to Ernest Alvarez and Susan Alvarez, his wife  
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 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 41 in Benton's Addison Street Addition in the East  
1/2 of the South East 1/4 of Section 20, Township 40  
North, Range 14, East of the Third Principal Meridian,  
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 Terry L. Dashner and Mary C. Dashner, his wife  
justly indebted upon Five Thousand Dollars (\$5,000) principal promissory note bearing even date herewith, payable  
to the order of Ernest Alvarez and Susan Alvarez, in and by which said Note the  
Mortgagors promise to pay the said principal sum and interest from June 26, 1973  
on the balance of principal remaining from time to time unpaid at the rate of  
seven and one-half (7 1/2%) percent per annum in installments as follows:

Seventy-Six and 70/100 (\$76.70) Dollars on the 26th day of July, 1973 and  
Seventy-Six and 70/100 (\$76.70) Dollars on the 26th day of each month thereafter  
until said note is fully paid except that the final payment of principal and  
interest, if not sooner paid, shall be due on the 26th day of June, 1980. All  
such payments on account of the indebtedness evidenced by said note to be first  
applied to interest on the unpaid principal balance and the remainder to principal;

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 taxes on the first day of June in each year, all taxes  
and assessments against said premises, and on demand to exhibit receipts therefor; (3) to repair 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 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 incum-  
brances, 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 and 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 fore-  
closure hereof—including reasonable attorney's fees, and costs for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting 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,  
which shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether de-  
cree 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 and with-  
out 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, the ----- 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 26th day of June, 1973.

Terry L. Dashner (SEAL)  
Terry L. Dashner  
Mary C. Dashner (SEAL)  
Mary C. Dashner

provided that the principal of each installment unless paid when due shall bear interest at the rate of eight (8%) percent per annum.

22 415 499

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*Shirley R. Olson*

JUL 26 PM 4 10

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

JUL-26-73 661834 • 22415499 • A — Rec

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STATE OF Illinois

COUNTY OF Cook

ss.

I, Dianne P. Kasprzycki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terry L. Dashner and Mary C. Dashner, 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.

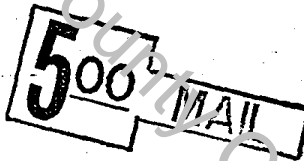
Given under my hand and notarial seal this 26th day of June

(Impress Seal Here)

*Dianne P. Kasprzycki*  
Notary Public



Commission Expires Nov. 24, 1974



22415499

BOX No.	SECOND MORTGAGE	TO	MAIL TO
	<b>Trust Deed</b>		

DAVID McCracken III  
134 N. LaSalle St.  
Suite 616  
Chicago, Illinois 60602

GEORGE E. COLE  
LEGAL FORMS