

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

22 435 680

FORM No. 2202
JANUARY, 1968

340970

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That HOWARD AND MARY THOMAS HIS WIFE JTLY
 (hereinafter called the Grantor), of the CITY of CHICAGO County of COOK
 and State of ILLINOIS, for and in consideration of the sum of ELEVEN THOUSAND SIX HUNDRED EIGHT-FIVE
and 24/100 Dollars
 in hand paid, CONVEY AND WARRANT to JEROME R. THOMAS
 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 fol-
 lowing 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 12 (except North 16 ft. and South 2 ft.) in Block 2 in E.L. Brainards Subdivision
 of Telford Burnhama Subdivision (except Blocks 1 and 8) of W 1/2 of the N.W. 1/4 of
 Section 5 Township 37 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 HOWARD AND MARY THOMAS HIS WIFE JTLY
 justly indebted upon ON INSTALLMENT principal promissory note bearing even date herewith, payable

THE PRINCIPAL SUM OF ELEVEN THOUSAND SIX HUNDRED EIGHTY-FIVE and 24/100
 DOLLARS PAYABLE AS FOLLOWS: ONE HUNDRED THIRTY-NINE and 11/100 DOLLARS ON THE
 FIRST DAY OF OCTOBER 1977; ONE HUNDRED THIRTY-NINE and 11/100 DOLLARS ON THE
 FIRST DAY OF EACH MONTH BEGINNING ON THE FIRST DAY OF NOVEMBER, 1977, FOR EIGHTY-ONE
 (81) MONTHS SUCCEEDING, AND A FINAL PAYMENT OF ONE HUNDRED THIRTY-NINE and 11/100
 DOLLARS ON THE FIRST DAY OF SEPTEMBER, 1980.

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
 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 hereafter 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 Mortgages or Trusts 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 be 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, 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 hereon.

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—charges 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,
 shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether 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 of 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, removal from said COOK County of the grantee, or of his resignation,
 refusal or failure to act, the CHICAGO TITLE & TRUST CO. OF CHGO 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 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 3rd day of AUGUST, 1977

Howard Thomas (SEAL)
Mary Thomas (SEAL)

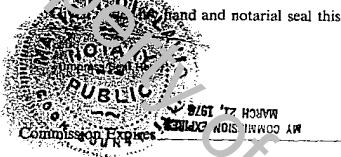
22 435 680

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, MARIO N. DI FLAVIO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HOWARD THOMAS AND WIFE MARY THOMAS JILY

personally known to me to be the same person s whose name s 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.

and notarial seal this 3rd day of AUGUST, 19 73.



Mario N. Di Flavio
Notary Public

William R. Cole
1973 AUG 13 AM 9 20
AUG-13-73 669275 • 22435680 • A — Rec 5.00

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

5.00

22435680

BOX No. 221
SECOND MORTGAGE
Trust Deed
HOWARD AND MARY THOMAS
JILY
8747 S. LAZLIN
CHICAGO, ILLINOIS
TO
JEROME R. THOMAS

MAIL TO:
AMERICAN NATIONAL BANK
MARIO N. DI FLAVIO
33 N. LA SALLE STREET
CHICAGO, ILLINOIS
60690

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT