

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 564 103

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Allan R. Heuton & Paulette A. Heuton, 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 Four thousand four hundred
forty and 00/100 (\$4440.00) Dollars

In hand paid, CONVEY AND WARRANT to Ruben Harris, Trustee, 6029 W. Irving Park Rd.
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:

The East 9.92 feet of Lot 26 and Lot 27 (except the East 4.96 feet) of Block 13 in John F. Eberhart's Subdivision of the North East 1/4 of Section 23, Township 38 North, Range 13, 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 Allan R. Heuton & Paulette A. Heuton, his wife justly indebted upon one principal promissory note, bearing even date herewith, payable

in the sum of Four thousand four hundred forty and 00/100 dollars (\$4440.00) in sixty (60) equal and successive monthly installments of Seventy-four and 00/100 dollars (\$74.00) each beginning January 5, 1978 and ending December 5, 1978.

The GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, as provided 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 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 Trust 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 on the premises, or the interest 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 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, both the same as if all 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 printing, and completing abstract showing the whole title of said premises embracing foreclosure decrees—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; which 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 of the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators assigns of the Grantor waives all claims 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 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 resignation, refusal or failure to act, Melvin Cohen 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 hands and seals of the Grantor, this 30th day of November 1973

This instrument was prepared by: Ruben Harris
6029 W. Irving Park Rd.

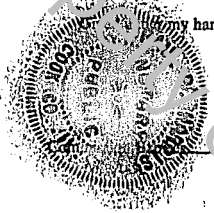
Allan R. Heuton (SEAL)
Paulette A. Heuton (SEAL)

22 564 103

STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Allan R. Heuton & Paulette A. Heuton,
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.


My hand and notarial seal this 30th day of November, 19 73.
 *Paulette A. Heuton*
Notary Public

Shirley H. Olson
DEC 6 AM 9 09
DEC--6-73 742248 • 22564103 • A --- Rec 5.10
RECORDED OF DEEDS
COOK COUNTY ILLINOIS

500 MAIL

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO 

PLEASE RETURN TO:
HARRIS LOAN & MORTGAGE CORP.
6029 W. IRVING PARK RD.
CHICAGO 34, ILLINOIS

GEORGE E. COLE
LEGAL FORT 5

22564103

END OF RECORDED DOCUMENT