

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

72 583 369

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Genevieve M. Caho, a widow and not remarried

hereafter called the Grantor), of the City of Chicago County of Cook in the State of Illinois for and in consideration of the sum of Three-thousand-six-hundred-twenty-two and 50/100 Dollars in hand paid CONVEY AND WARRANT to Hugh A. Davis, Trustee of the Village of Oak Lawn County of Cook and State of Illinois and to his successor 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 Twenty-two (21) (except the North Fifteen (15) feet thereof) all of Lot Twenty-two (22) and the North Five and one-half (5 1/2) feet of Lot Twenty-three (23) in Block Two (2) in Prèble's Ridge View Subdivision of the West half of the Northwest Quarter of the Southwest Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Fourteen (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 Genevieve M. Caho, a widow and not remarried justly indebted upon her principal promissory note bearing even date herewith, payable

to the order of the Evergreen Plaza Bank, Evergreen Park, Illinois the sum of Three-thousand-six-hundred-twenty-two and 50/100 (\$3622.50) Dollars in one monthly payment of Three-thousand-six-hundred-twenty-two and 50/100 (\$3622.50) Dollars due on the 15th day of June, 1974.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay principal on 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, with respect 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 selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the Trustee herein as their interest may appear, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear; (6) in the event of failure to insure, or pay taxes or assessments or to pay 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 lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of failure to insure, or pay taxes or assessments or to pay 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 lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven percent per annum shall be so much additional indebtedness secured hereon.

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 Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, costs 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 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, as 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 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 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, if John H. Thode 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 grantor 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 10th day of December, 19 73.

X Genevieve M. Caho (SRA.)
William J. Caho (SBA.)

72 583 369

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Edward J. Bourgeois Jr. a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ganevleva Cahn, a widow and not remarried

personally known to me to be the same person whose name she is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of her free and voluntary act, for the uses and purposes therein set forth, including the release and

waiver of homestead.

in my hand and notarial seal this 10th day of December 19 73.



Edward J. Bourgeois Jr.
Notary Public

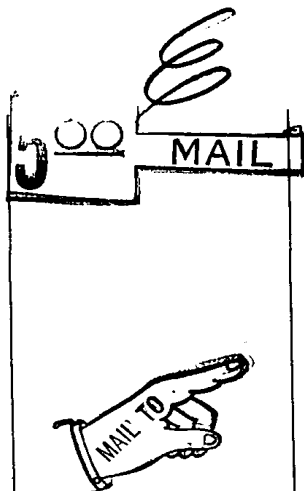
Commission Expires 12-15-77

1973 DEC 31 PM 12 43

COOK COUNTY CLERK'S OFFICE

5.10

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____



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GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT