

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

22 828 648

FORM No. 2202
JANUARY, 1968

22 828 648

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Mark B. Lee and Joyce Lee (his wife)

(hereinafter called the Grantor), of the Village of Orland Park County of Cook
and State of Illinois

for and in consideration of the sum of
*** Six-thousand-seven-hundred-sixty and 00/100 ***** Dollars

in hand paid, CONVEY AND WARRANT to Hugh A. Davis
of the Village of Oak Lawn 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 Village of Orland Park County of Cook and State of Illinois, to-wit:

Lot Thirty-seven (37) in Block Eight (8) in "Orland Hills Gardens" Unit Number Two, being a subdivision of part of the Southwest Quarter (SW 1/4) of Section Nine (9), and part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Sixteen (16), all in Township 36 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof, recorded June 5, 1958 as Document Number 17226535 in Cook County, Illinois, commonly known as 15016 Highland Avenue, Orland Park, Illinois, together with the buildings and improvements thereon, and tenants hereditaments and appurtenances thereunto belonging.

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 Mark B. Lee and Joyce Lee (his wife)

is justly indebted upon _____ principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois the sum of Six-thousand-seven-hundred-sixty and 00/100, (6,760.00) Dollars, in One (1) monthly installments as follows: \$6,760.00 on the 1st day of January, 1975.

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 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, whose policies shall be left and remain with the said Mortgagee or Trustee 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, 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, 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, charges for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like 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 proceedings, whether the decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements and 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 award and give 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, then 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 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 12th day of August, 1974

THIS INSTRUMENT WAS PREPARED BY

Mary Compton
Evergreen Plaza Bank

Mark B. Lee (SEAL)

Joyce Lee (SEAL)

22 828 648

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Geraldine Balsavich, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark E. Lee and Joyce Lee (his wife)

personally known to me to be the same person^s, whose name^s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a 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 22th day of August, 1974.



Geraldine Balsavich
Notary Public

PREPARED BY *[Signature]*
NAME AUG-27-74 8544
ADDRESS • 22828648 - A - Rec


RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1974 AUG 27 AM 9 23
5.10

5⁰⁰ MAIL

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO 

22828648
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT