

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No 2202  
JANUARY 1968

22 879 386

GEORGE E COLE  
LEGAL FORMS

THIS INDENTURE WITNESSETH, that **Leo Maheras and Sheila Maheras (his wife)**

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

for and in consideration of the sum of **Sixteen-thousand-six-hundred-sixty-eight-and-07/100** 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**

unto his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein in 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 **Palos Park** County of **Cook** and State of Illinois to wit:

**Lot 9 1/2 Block 6 in McGinnis Lake Highlands a subdivision of the South East Quarter (except the South 500 feet of the East 500 feet thereof and except the West half of the South East Quarter of Section 32, Township 37 North Range 12, East of the Third Principal Meridian (also except the North 50 feet thereof dedicated for Highway purposes) 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 **Leo Maheras and Sheila Maheras (his wife)**

justly indebted upon **their** principal promissory note bearing even date herewith payable

to the **Evergreen Plaza Bank, Evergreen Park, Illinois**, the sum of **Sixteen-thousand-six-hundred-sixty-eight-and-07/100 (\$16,668.07)** Dollars in one (1) monthly installment as follows: **Sixteen-thousand-six-hundred-sixty-eight-and-07/100 (\$16,668.07)** Dollars on December 10, 1974.

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 Trustee or Mortgagee, and second, to the Trustee hereinafter, their interests may appear in which 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, or pay such taxes or assessments, or its charge 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 they 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, outlays for documentary evidence, stenographer's charges, cost of procuring a complete 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 shall be taxed its 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 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, then **John H. Thoda** of said County is hereby appointed to be the 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 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 June 1974

This instrument was prepared by:  
**Carol J. DeVries**  
**Evergreen Plaza Bank**  
**9610 South Western Avenue**  
**Evergreen Park, Illinois 60612**

*Leo Maheras* (B-1 A)  
*Sheila Maheras* (B-1 A)

22 879 386

# 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

Leo Maheras and Sheila Maheras (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 at 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 10th day of June 19 74



*Edward J. Bourgeois, Jr.*  
Notary Public

Commission Expires 8-20-77

BOX No \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO \_\_\_\_\_

MAIL TO

GEORGE F. COLE  
LEGAL CLERK

99881356

**END OF RECORDED DOCUMENT**