

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

22 893 046

FORM No. 2202
JULY, 1973

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Harold H. Blesy and Agatha Blesy, his wife
(hereinafter called the Grantor), of 1408 Maple Western Springs, Illinois
(City) (State)

for and in consideration of the sum of Two thousand six hundred twenty-nine & 74/100 Dollars
in hand paid, CONVEY AND WARRANT, to River Forest State Bank and Trust Company
of 7727 W. Lake St., River Forest, Illinois
(City) (State)

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 Western Springs County of Cook and State of Illinois, to-wit:

* Lots 10 and 11 (except East 66 feet) in block 9 in Caldwell
subdivision of Cook County Lays addition to Western Springs
a subdivision of East part of North West quarter of Section 6,
Township 38 North, Range 12 East of the Third Principal
Meridian. *

Hereby releasing and waiving all rights under and the value 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.

WITNESAS, The Grantor Harold H. Blesy and Agatha Blesy, his wife
justly indebted upon their principal promissory note bearing even date herewith, payable

in 36 consecutive monthly payments of \$73.05, beginning 11/10/74.

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 thirty 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 low clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee hereinafter their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior mortgages, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior indebtedness 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 indebtedness 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 of 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, in 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 enforcement hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of printing or copying, expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, or any party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, which shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether de quo or sine quo 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 as a matter of course 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.

The name of a record owner is: Harold H. Blesy and Agatha Blesy, his wife
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) Recorder of Deeds 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 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 25th day of October, 19 74.

Harold H. Blesy (SEAL)
Agatha J. Blesy (SEAL)

THIS INSTRUMENT WAS PREPARED BY
VIRGINIA R. REID 7727 LAKE ST., RIVER FOREST, ILL 60305

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COOK COUNTY 888225 • 22095046 • A --- Rec

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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 Harold H. Blesy and Agatha Blesy, 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



in my hand and notarial seal this 25th day of October, 19 74

Virginia R. Reed
Notary Public



228933046

BOX NO. _____
SECOND MORTGAGE
Trust Deed
Harold H. Blesy and
Agatha Blesy, his wife
to
River Forest State Bank
and Trust Company
7727 N. Lake Street
River Forest, Ill. 60305

GEORGE E. COLE
LEGAL FORMS

PROOF OF COOK COUNTY CLERK'S OFFICE