

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

22 015 867

This Indenture, WITNESSETH, That the Grantor Raymond Buckner and Betty Buckner,
his wife

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Three Thousand Six Hundred Ninety-six and 00/100 - - dollars
in hand paid, CONVEY AND WARRANT to R.A. Eiden, Trustee

of the Village of Lincolnwood County of Cook and State of Illinois
herein, the following described real estate, with the improvements thereon, including all heating, 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 18 in Block 28 in 2nd Addition to Sheldon Heights a subdivision of the West 1/4 of the East 1/4 of the West 1/4 (except the East 8 feet of the North 33 feet & the South 3.3 feet) & the East 1/4 of the West 1/4 of the East 1/4 of the West 1/4 (except the North 33 feet of the South 33 feet) in the Northwest 1/4 of Section 21 Township 37 North, Range 14 East of the Third Principal Meridian

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 Raymond Buckner, and Betty Buckner justly indebted upon their principal promissory note bearing even date herewith, payable to the Order of Liberty Builders, Inc. for the sum of Three Thousand Six Hundred Ninety-six and 00/100 - - in 60 consecutive monthly payments of \$61.60 commencing on the 23rd day of September 1972 with the note date of July 25, 1972.

This Grantor's covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as provided in said 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 or other assessments against said premises and as demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings on the premises on said premises that may have been destroyed or damaged; (4) that water in said premises shall not be committed or suffered; (5) to keep all buildings on said premises in good and sound repair, which repairs shall be left and remain with the said Mortgagor 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may require such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title defect, or 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 interest, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereunder.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and the unpaid 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 in accordance with the terms hereof.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole or 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 grantor 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 a release hereof given, until all such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive All right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor or to any party claiming under said 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, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then Gerald D. Hightbraker of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor shall be unable 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 grantors this 25th day of July A. D. 19 72

Raymond Buckner (SEAL)

Betty Buckner (SEAL)

Betty Buckner (SEAL)

(SEAL)

22 015 867

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RECORDED OF DEEDS
COOK COUNTY ILLINOIS
FILED FOR RECORD

Cheryl A. Olson
1972 AUG 16 AM 9 36

State of Illinois
County of Cook

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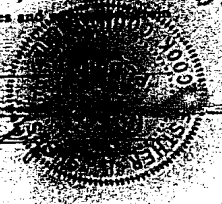
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I, ESTHER L. SHEESY
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Raymond Buckner and Betty Buckner, his wife

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 and
delivered the said instrument as their free and voluntary act, for the uses and
set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 25th
day of July A. D. 1972

Esther L. Sheesy



RETURN TO:

Bank of Lincolnwood
4433 W. Touhy Ave.
Lincolnwood, Illinois 60646



500 MAIL

22015867

Box No.
SECOND MORTGAGE
Trust Deed

TO

55 012 821

END OF RECORDED DOCUMENT