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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 138 137

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Homewood Industries, Inc., an Illinois Corporation

(hereinafter called the Grantor), of the City of Homewood County of Cook and State of Illinois, for and in consideration of the sum of Ten and no/xx (\$10.00) Dollars

in hand paid, CONVEY S AND WARRANT to Charles Lantry of the City of Homewood County of Cook and State of Illinois, 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 County of Cook and State of Illinois, to-wit:

Lot 4, except the West 3 feet thereof and except the North 25 feet thereof in W. K. Gore's Subdivision; of the West half of the Northwest quarter of Section 32, Township 36 North, Range 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 Homewood Industries, Inc., an Illinois corporation justly indebted upon Lorraine Clark, holder of principal promissory note bearing even date herewith, payable

\$600,000.00, which include principal and interest at the rate of 7% per annum, interest and principal pro rated over term of the note, payments to be made as follow: \$50,000.00 on the 1st day of February, 1974 and \$50,000.00 on the 1st day of February each year thereafter, to and including the 1st day of February, 1983; then \$25,000.00 on the first day of February, 1984 and \$25,000.00 on the 1st day of February each year thereafter to and including the 1st day of February, 1987.

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 interest on the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) to repair 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 new or of any time on said premises, and in companies to be selected by the grantor 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 hereinafter, as their interests may appear, which policies shall be kept 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 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 in equity, 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 or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the law expenses and disbursements, occasioned by any suit or 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, 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, issue 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 Stuart C. Wallace 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 charge~~.

Witness the hand and seal of the Grantor, this 27th day of November

Attest: Harry Robinson Secretary
Robert Clark President
Homewood Industries, Inc.

This trust deed consists of two pages. The Covenants and agreements appearing on the reverse side are incorporated herein by reference.



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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert O. Clark, in his official capacity as President of Homewood Industries, Inc.

person known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 _____ day of _____, 19____

(Impress Seal Here)

Notary Public

Commission Expires _____

ADDITIONAL TERMS AND CONDITIONS OF TRUST DEED

It is agreed that the Grantee (mortgagee) will subordinate the lien of this Trust Deed (mortgage) to the lien of any new first mortgage to be procured in the future by the Grantor (mortgagor), not exceeding the sum of 75% of the then appraised value of the described real estate by the lender providing said new first mortgage.

The Grantor and Lorraine Clark have entered into a Stock Redemption Agreement dated November 27, 1972. A copy of which is on file with the Grantee, and upon the occurrence of the terms provided in paragraph (6) of said agreement, the Grantee, or his successor in trust, shall release said premises to the party entitled to said release.

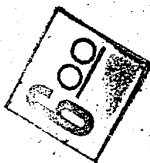
Shelby A. Olson

NOTARY PUBLIC
STATE OF ILLINOIS

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MAIL

BOX No. _____
SECOND MORTGAGE
Trust Deed

Homewood Industries, Inc.

Grantor TO

Charles Lantry

Grantee



*MARK LANTRY & LANNY
18159 DIXIE HIGHWAY
HOMERWOOD ILLINOIS
60430*

GEORGE E. COLE
LEGAL FORMS

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

22138137

I, Stuart C. Wallace, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Robert O. Clark and Harry Rockwood, personally known to me to be the same persons whose names are respectively, as President and Secretary of Homewood Industries, Inc., a corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of November, 1972.



Stuart C. Wallace
Notary Public

Commission Expires

Sept 1975

END OF RECORDED DOCUMENT