

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

22 365 56L

338056  
GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That BOBBY G. HICKS & WIFE SYLVIA HICKS JTLY

(hereinafter called the Grantor), of the CITY of CHICAGO County of COOK  
and State of ILLINOIS, for and in consideration of the sum of SIX THOUSAND EIGHT HUNDRED FIFTY-  
SEVEN and 76/100 Dollars

in hand paid, CONVEY AND WARRANT to JEROME R. THOMAS  
of the CITY of CHICAGO 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 fol-  
lowing 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 CITY  
of CHICAGO County of COOK and State of Illinois, to-wit:

Lot 18 in Block 2 in J.S. Hair's Subdivision of S $\frac{1}{2}$  of N $\frac{1}{4}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 2 Township  
39 North, Range 13 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 BOBBY HICKS AND WIFE SYLVIA HICKS JTLY  
justly indebted upon ONE INSTALLMENT principal promissory note bearing even date herewith, payable

THE PRINCIPAL SUM OF SIX THOUSAND EIGHT HUNDRED FIFTY-SEVEN and 76/100 DOLLARS PAYABLE  
AS FOLLOWS: EIGHTY-ONE and 64/100 DOLLARS ON THE 10th DAY OF AUGUST, 1973; EIGHTY-  
ONE 64/100 DOLLARS ON THE 10th DAY OF EACH MONTH BEGINNING ON THE 10th DAY OF  
SEPTEMBER, 1973, for EIGHTY-ONE (81) MONTHS, SUCCEEDING, AND A FINAL PAYMENT OF  
EIGHTY-ONE and 64/100 DOLLARS ON THE 10th DAY OF JULY, 1980.

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 within 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,  
which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-  
brances, 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 of 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  
accrued 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 fore-  
closure hereof—including reasonable attorney's fees, charges for documentary evidence, stenographer's charges, cost of recording or com-  
pleting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor, and like  
expenses and disbursements, occasioned by any suit 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 de-  
creed of sale shall have been entered or not, shall not be dissolved, 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, the CHICAGO TITLE & TRUST CO OF CHICAGO 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 11th day of JUNE 1973

x Bobby Glen Hicks (SEAL)  
x Sylvia Hicks (SEAL)

22 365 56L

UNOFFICIAL COPY

*Edward R. Olson*

1077 JUN 19 AM 9 01

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

JUN-19-73 642550 • 22365561 • A — Rec

5.00

STATE OF ILLINOIS

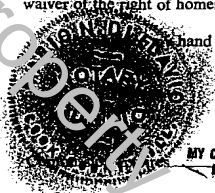
COUNTY OF COOK

ss.

I, MARIO N. DI FLAVIO, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BOBBY G. HICKS & WIFE SYLVIA HICKS JTLY

personally known to me to be the same person and whose name is subscribed to the foregoing instrument, appeared before me this day in person and ~~is~~ 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 waiver of the right of homestead.

Hand and notarial seal this 11th day of June, 19 73



*Mario N. Di Flavio*  
Notary Public

MY COMMISSION EXPIRES  
MARCH 21, 1976



22365561

BOX No. 221

SECOND MORTGAGE  
**Trust Deed**

BOBBY G. HICKS & WIFE SYLVIA  
HICKS JTLY

3549 W. EVERGREEN  
CHICAGO, ILLINOIS

TO

FERDIE R. THOMAS

MAIL TO:  
AMERICAN NATIONAL BANK  
MARIO N. DI FLAVIO  
33 N. LASALLE STREET  
CHICAGO, ILLINOIS  
60690

W. R. E. COLE  
F. J. JAL FORMS