

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

22 387 765

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That First National Bank in Chicago Heights, not personally, but as Trustee u/t/a dated 6/23/67, known as Trust No. 732 (hereinafter called the Grantor), of the City of Chicago Heights County of Cook and State of Illinois, for and in consideration of the sum of

Two Thousand Dollars in hand paid, CONVEYS AND WARRANTS to First National Bank in Chgo. Hts., as Trustee of the City of Chicago Heights 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 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 City of Chicago Heights County of Cook and State of Illinois, to-wit:

Lot 21 (except the North 20 feet thereof) and all of Lots 22 and the North 15 feet of Lot 23 in Block 44 in Percy Wilson's Southgate Addition to Arterial Hill, being a subdivision of part of the North West 1/4 of the South West 1/4 of Section 16, Township 35 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 and 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 is justly indebted upon a promissory note bearing even date herewith, payable in twenty-four (24) monthly instalments of \$90.46 each, including interest at the rate of eight (8%) per cent per annum, commencing August 1, 1973.

## EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

First National Bank in Chicago Heights,  
Not Individually, but solely as Trustee  
under Trust No. 732

By [Signature]  
President & Trust Officer

22 387 765

Property of COOK COUNTY

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, on 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 Grantor, 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 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 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, costs 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 like 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, 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 successor corporation in 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 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 29th day of June, 1973

First National Bank in Chicago Heights, not personally, but as Trustee under Trust Agreement dated 6/23/67, and known as Trust No. 732

By: [Signature] President & Trust Officer

Identification No. 191

22 387 765

UNOFFICIAL COPY

*Shirley R. Olson*  
1975 JUN 6 AM 9 02

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

JUL--6-73 650713 • 22387765 • A --- Rec 6.00

STATE OF Illinois  
COUNTY OF Cook

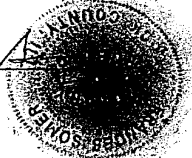
ss.

I, Frances Somer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that C. A. Luecke, President & Trust Officer of First National Bank in Chicago Heights personally 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 29th day of June, 19 73

(Impress Seal Here)

*Shirley R. Olson*  
Notary Public



Commission Expires MY COMMISSION EXPIRES JUNE 10th, 1974

E 6.00


22387765

BOX No. \_\_\_\_\_

SECOND MORTGAGE

**Trust Deed**

TO \_\_\_\_\_

MAIL TO 

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT