

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

23 410 634

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Joseph T. McGrath and Catalina McGrath, his wife (hereinafter called the Grantor), of the City of Chicago, County of Cook and State of Illinois, for and in consideration of the sum of Five-thousand-one-hundred-and-ninety/100 (\$100.00) Dollars in hand paid, COVENANT AND WARRANT to John B. Thode, of the Village of Homewood, 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 County of and State of Illinois, to wit:

Lot 20 in block 4 in William E. Harmon's Beverly Hills Addition being a Subdivision in the Southwest quarter of section 7 township 37 north, range 14 east of the third principal meridian in Cook County, Illinois.

PREPARED BY:

NAME Evergreen Plaza Bank
ADDRESS 9645 West Ogallala
CITY Chicago, IL
STATE IL
ZIP 60641

I 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 witness, the Grantor Joseph T. McGrath and Catalina McGrath, his wife, jointly indebted upon their principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois the sum of Five-thousand-one-hundred-and-ninety/100 (\$100.00) Dollars, with the total sum due the 30th of February, 1976.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when due and in said rate or rates 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) without sixty days after creation or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged, (4) to write 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 or rates 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 Mortgagor, and, in case of the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid, (6) to pay all prior incurred expenses, 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 interest thereon, when due, the grantee or the holder of said indebtedness, may prosecute such insurance, or such taxes or assessments, or discharge or pay the same, as far as title affecting said premises or pay all prior indebtedness and the interest thereon from time to time, and all money so paid by the Grantor agrees to repay immediately, without demand, and the same, an interest thereon from the date of payment at seven per cent per annum shall be to such additional indebtedness secured thereby.

In the event of a breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and accumulated 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 stipulation.

It is agreed by the Grantor, that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure herein, including reasonable attorney's fees, costs for documentary evidence, messenger's charges, cost of preparing or completing abstract showing the whole title of said premises, containing four thousand dollars shall be paid by the Grantor, and the like expenses and disbursements, as incurred by any trustee 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 item upon said premises shall be taken as costs and included in any action that may be rendered in such foreclosure proceedings, which proceeding, whether or not of sale shall have been entered or not, shall be discontinued, nor release herein, except until all such expenses and disbursements, and the costs of suit, including attorney's fees, shall be paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waives all rights to the possession of said income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any action to foreclose that Trustee, the court to 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 case I sever of the death or removal from said City of Chicago, County of the grantee, in case of his resignation, refusal or failure to act, the said Richard J. Brennan, of said County is hereby appointed to be his successor and to be liable to all the covenants and agreements herein contained in his behalf. And when all the aforesaid covenants and agreements are performed, the grantor or his successors in trust, shall release said premises to the party entitled, on receiving the reasonable charges

Witness the hand and seal of the Grantor, this 26th day of November, 1975.

PREPARED BY:

Barbara A. Spanos
Evergreen Plaza Bank
Evergreen Park, Illinois

Joseph T. McGrath
Catalina McGrath

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Edward J. Bourgeois Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph T. McGrath and Catalina McGrath

personally known to me to be the same person^s, whose name^s 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 waiver of the right of homestead.

GIVEN under my hand and notarial seal this 8th day of March, 1976.

Notary Seal
Edward J. Bourgeois Jr.
Notary Public

Commission Expires 12/15/86



FRA No.

SECOND MORTGAGE
Trust Deed

To

GEORGE E. COLE,
LEGAL FORMS

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