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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

23 410 635

GEORGE E. COLE,
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That **Francis B. Plummer and Ruth S. Plummer, his wife**

(hereinafter called the **Grantor**), of the **City** of **Palos Heights** County of **Cook**

and State of **Illinois**, for and in consideration of the sum of **Twenty-one-thousand-and-no/100 (21,000.00)** Dollars

in hand paid, CONVEY AND WARRANT to **John H. Thode** 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 appertaining thereto, together with all rents, issues and profits of said premises, situated in the County of _____ and State of Illinois, to-wit:

Lot 36 in Triesenberg and Company's 2nd addition to Palos Westgate View, being a subdivision of part of the East half of the Northwest quarter and part of the West half of the Northeast quarter of section 31 township 37 north, range 13 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 TEST, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WITNES, The Grantor **Francis B. Plummer and Ruth S. Plummer, his wife** justly indebted upon **their** principal, promissory note, bearing even date herewith, payable

to the order of **Evergreen Plaza Bank, Evergreen Park, Illinois** the sum of **Twenty-one-thousand-and-no/100 (21,000.00)** Dollars, in monthly installment of **\$21,000.00** payable on **June 15, 1976**

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided, and according to any agreement extending time of payment, (2) to pay principal 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 on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in company to be selected by the grantee herein, who is hereby authorized to place such insurance in company 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; (6) to pay all prior taxes, taxes 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 encumbrances on the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or pay all prior encumbrances and interest thereon, and 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 interest thereon, 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 each breach.

If it appears to the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure thereof, including reasonable attorney's fees, charges for documentary evidence, stenographer's charges, cost of procuring or comparing abstracts showing the whole title of said premises embracing foreclosure decrees, shall be paid by the Grantor, and the litigation 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 proceedings that may be considered in such foreclosure proceedings, which proceedings, whether or not of this nature, shall be deemed to have been commenced, 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 rights in the premises of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any suit or bill to foreclose this Trust Deed, the trust 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, removal from said **Cook** County of the grantor, or of his resignation, refusal or failure to act, the **Richard J. Brennan** of said County is hereby appointed to be the successor in this trust, if in any like case 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 for reasonable charges

Witness the hand and seal of the Grantor & this **3rd** day of **December** 19 **75**

This instrument was prepared by:
Barbara A. Spanos
Evergreen Plaza Bank
Evergreen Park, Illinois

Francis B. Plummer (SEAL)
Ruth S. Plummer (SEAL)

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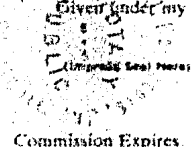
STATE OF Illinois

COUNTY OF Cook

I, Edward J. Bourgeois, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Francis B. Plummer and Ruth S. Plummer

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, 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 3rd day of December, 1975.



Edward J. Bourgeois
Notary Public

Commission Expires 12-15-78

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SECOND MORTGAGE
Trust Deed

TO



GEORGE E. COLE
LEGAL FORMS

23410335

END OF RECORDED DOCUMENT