

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202

23 470 463

This Indenture, WITNESSETH, That the Grantors:

ORASILP PURIBHAT, a spinster and TARINEE LUCKSANAVIBUL, a spinster and LUCKANA SASANAVIN, a spinster

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Eighty seven hundred eighteen and 00/100 Dollars in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

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 following described real estate, with the improvements thereon, including all heating, 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 625 (except the East 1 foot thereof) and the East 14 feet of Lot 426 in William H. Britigan's Budlong Woods Golf Club Addition No. 2, being in Section 12, Township 40 North, Range 13, East of the Third Principal Meridian commonly known and described as 2922 West Foster Avenue, Chicago, 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 Grantors ORASILP PURIBHAT, a spinster and TARINEE LUCKSANAVIBUL, spinster, justly indebted upon their one principal promissory note bearing even date herewith, payable 1st Metropolitan Builders Division of McEwar Construction Company, Inc., for the sum of Eighty seven hundred eighteen and 00/100 Dollars (\$8718.00) payable in 59 successive monthly instalments each of \$145.30 except the final instalment which shall be equal to or less than the monthly instalments due on the note commencing on the 10th day of June 1976 and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes 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) within sixty days of any destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste in 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 at their interests may appear, which policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all fire, lightning, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to so insure, or pay 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 moneys so paid, the grantor agree to repay immediately on demand, and the same with interest thereon from the date of payment at seven per cent per annum, shall be an additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements to the holder 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 payment to him.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stampduty or charges, costs of printing or completing abstract showing the whole title of said premises, number of foreclosing decree, shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness at such time 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, her said grantor, and for the heirs, executors, administrators and assigns of said grantor waive all right to the prosecution of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to enforce this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor or to any party claiming under said 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 or absence from said Cook County of the grantor, or of his refusal or failure to act, then August G. Merkel shall be 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 holder 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 28th day of April A. D. 19 76

Tarinee Lucksanavibul (SEAL)

Luckana Sasananav (SEAL)

Orasilp Puribhat (SEAL)

(SEAL)

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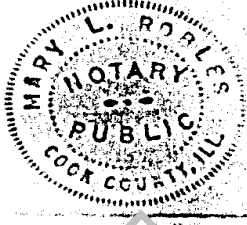
RECORDED IN DEPT. OF CLERK
COOK COUNTY ILL.

State of Illinois } ss.
County of Cook

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10.00



I, Mary L. Rables

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

ORASILP PURIBHAT, a spinster and TARINEE LUCKSANAVIBUL, spinster
and LUCKANA SASANAVIN, spinster

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.

Done under my hand and Notarial Seal, this 28th
day of April A. D. 1976

Mary L. Rables
Notary Public.

10.00

Box No. 246

SECOND MORTGAGE

Trust Deed

ORASILP PURIBHAT, a spinster,
TARINEE LUCKSANAVIBUL, spinster
and
LUCKANA SESANAVIN, spinster

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY

L. La Muta

Northwest Industrial Bank of Chicago
2895 North Halsted Street
Chicago, Illinois 60641

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END OF RECORDED DOCUMENT