

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2262
JANUARY, 1968

23 476 798

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Robert Hobson and Judith Ann Hobson, his wife
 (hereinafter called the Grantor), of the Village of Cat Forest County of Cook
 and State of Illinois for and in consideration of the sum of
Six thousand-two hundred-forty-and-no/100 Dollars
 in hand paid, CONVEY AND WARRANT to John H. 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 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
 of _____ County of _____ and State of Illinois, to-wit:

Lot 12 in Block 7 in Medema's El Vista North being a subdivision
of the North half of the West half of the Southwest quarter of
Section 9 Township 36 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.
 WITNESSETH, The Grantor Robert Hobson and Judith Ann Hobson, 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 Six thousand-two hundred-forty-and-no/100 (\$6240.00)
 Dollars, in one installment as follows:
\$6240.00 due on the 5th day of October, 1976

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 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 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 the 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 Mortgagee or Trustee 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 hereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or 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 and 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 judgment 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 rights in 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 person 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 _____ County of the grantee, or of his resignation, refusal or failure to act, the _____ 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 upon 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 12th day of MARCH 1976

This Document prepared by:
Barbara A. Spence
Evergreen Plaza Bank
Evergreen Park, Ill.

X Robert Hobson (SEAL)
X Judith A. Hobson (SEAL)

23 476 798

UNOFFICIAL COPY

Notary Public
Cook County, Illinois

1976 MAY 7 AM 9 21
MAY-7-76 185461 • 23476799 A — Rec

10.00

STATE OF Illinois
COUNTY OF Cook

I, Edward J. Bourgeois Jr., a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Robert Hobson and Judith Ann Hobson

personally known to me to be the same person whose name 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 redemption.

Witness my hand and notarial seal this 7th day of April, 1976


Edward J. Bourgeois Jr.
Notary Public

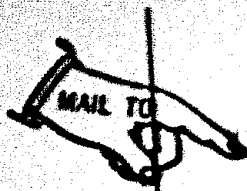
Commission Expires 12-18-76

10.00

23476795

BOX NO
SECOND MORTGAGE
Trust Deed

TO



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT