

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2302  
September 1975

GEORGE E COLE  
LEGAL FORMS

23 638 658

THIS INDENTURE, WITNESSETH that WILLIAM R. MITCHELL and DIXIE DIANE MITCHELL,  
formerly known as DIXIE DIANE DURBIN  
hereinafter called the Grantor, of

208 S. Frederick Chicago Heights Illinois  
No. and Street State

ter and in consideration of the sum of TWO THOUSAND NINE HUNDRED SEVENTY-FIVE & 00/100 dollars  
and paid, CONVOL AND WARRANT to O. KENNETH THOMAS  
of 169 E. 154th Street Harvey Illinois  
No. and Street State

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 1 in Block 3 in Serena Hills Unit No. 2 being a Subdivision  
of the North 690.35 feet of that part of the North half of the  
South West quarter of Section 8, Township 35 North, Range 14  
East of the Third Principal Meridian, lying West of the center  
line of the existing 20 foot wide concrete pavement, Reigel Road,  
in Cook County, Illinois.

Herby 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 S. WILLIAM R. MITCHELL and DIXIE DIANE MITCHELL are  
justly indebted upon their principal promissory note bearing even date herewith payable

The GRANTOR covenants and agrees as follows: To pay at fixed intervals of one year, the principal amount herein and in said note or notes provided or according to an agreement extending term of payment, to pay when due in each year, all taxes and assessments  
against said premises and on demand to contribute pro rata to any general assessment or damage to refund or restore  
all buildings or improvements on said premises that may have been destroyed or damaged; all taxes and expenses on said premises shall not be  
committed or suffered to be kept if building has been or is about to be removed or demolished; to the holder of the grantee  
herein who is herein authorized to place such insurance in amounts acceptable to the holder of the first mortgage indenture with  
loss and expense incurred payable to the first Trustee or Mortgagee; second, to the Lender herein that their interests may appear which  
possess shall not be left and remain with the said Mortgagees or Lenders to the indenture; third, to pay all taxes and expenses on taxes  
and the interest thereon at the time or times when due or same shall become due and payable.

IS THE EVENT OF failing so to pay or pay less than the amount of the interest accrued when due the  
grantee or the holder of said mortgage or in proportion to the amount of the principal or assessments or taxes or expenses and tax  
or fee affecting said premises or pay all or any part thereof before the time or time to time and of money so paid  
or monies agreed to repay immediately without demand and the same shall be deducted from the date of payment of such part or  
portion shall be so much additional indebtedness secured hereby.

IS THE EVENT OF a breach of any of the above covenants or where the whole or any indebtedness is breached or becomes due and  
accrued interest, shall, at the option of the legal holder thereof, without force, become immediately due and payable and the interest  
thereon from time of such breach at eight percent per annum shall be recoverable to collect the cost of the same at two or less the  
same as it all of said indebtedness held then inured by express terms.

It is Agreed to the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore  
closure hereon, including reasonable attorney fees, outlays for documentary evidence, stamp duty charges, cost of preparing or com  
pleting abstract showing the whole title of said premises, contractor's fees to be paid by the Grantor, and the title  
expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or his holder of any part of said indebtedness  
shall be a party, shall also be paid by the Grantor. All costs, expenses and disbursements shall be in addition to the principal and interest  
and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding whether in  
case of sale shall have been entered or not, shall not be dismissed or released before given until all such costs, 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 Indenture, the court in which such complaint is filed may at once and with  
out 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.

The name of a record owner is WILLIAM R. MITCHELL and DIXIE DIANE MITCHELL

IN THE EVENT of the death or removal from said  
refusal or failure to act, then BARBARA THOMAS  
first successor in 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 when all the aforesaid covenants and agreements are  
performed, the grantee 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

13<sup>th</sup> day of August 1976

Lillian P. Hutchins  
Lillian P. Hutchins

(SEAL)

(SEAL)

This instrument was prepared by William R. Mitchell on 13 August 1976  
(NAME AND ADDRESS)

# UNOFFICIAL COPY

1976 SEP 16 9:11 12 46

STATE OF ILLINOIS

COUNTY OF COOK

I, JOANNE TRUSCHKA

State aforesaid DO HEREBY CERTIFY unto WILLIAM R. MITCHELL and DIXIE DIANE  
MITCHELL, his wife

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 13th day of August 1976

Commission Expires July 24, 1979

Joanne Truschka  
Notary Public

Book No.  
SECOND MORTGAGE  
Trust Deed

10

11/11/1976  
11/11/1976  
11/11/1976

233-3882  
S. 13300

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT