

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

23 745 800

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That FORREST M. JARVIS & NEKITA A. JARVIS, his wife  
 (hereinafter called the Grantor), of RR #1 - Box 15 Chicago Heights, Illinois  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of Twenty nine thousand seven hundred twenty seven & 60/100 Dollars  
 in hand paid, CONVEYANCE AND WARRANTS to TIMOTHY J. ERIKS, TRUSTEE  
 of 3115 Ridge Road Lansing Illinois  
 (No. and Street) (City) (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:

A part of the south west  $\frac{1}{4}$  of section 20, township 36 north, range 15 east of th third principal meridian more particularly described as the west 375.00 feet of the following described tract of land commencing at a point in the center line of the Lincoln Highway (formerly known as the Glenwood-Dyer Road) where said center line intersects a line which is 320.84 feet south of and parallel with the north line of the south west  $\frac{1}{4}$  of section 20 and running thence west on the last described line a distance of 775.0 feet to a point thence north at right angles to said last described line a distance of 320.80 feet to a point in the north line of said southwest  $\frac{1}{4}$  thence east on said north line of said southwest  $\frac{1}{4}$  a distance of 582.67 feet to a point which is 1244.41 feet west of the north east corner of said south west  $\frac{1}{4}$  thence south-easterly on a line which forms an angle of 59 degrees 03 minutes 30 seconds (measured from east to south) with said north line of said southwest  $\frac{1}{4}$  a distance of 374.07 feet to the place of beginning in Cook County, Ill.

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 FORREST M. JARVIS, & NEKITA A. JARVIS, his wife  
 justly indebted upon one principal promissory note bearing even date herewith, payable

to the order of Timothy J. Eriks, Trustee, at the Bank of Lansing, in the total amount of twenty nine thousand seven hundred twenty seven and 60/100 (\$29,727.60) DOLLARS, payable in 60 installments of \$495.46 (Four hundred ninety five and 46/100) DOLLARS on January 15, 1977, including interest of SEVEN THOUSAND SEVEN HUNDRED SIXTY ONE AND 45/100 (\$7761.45) DOLLARS, with the final payment due on December 15, 1981.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 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 as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay 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 eight per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 eight 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, out-of-pocket 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 decree 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 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 Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to his 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: Forrest M. Jarvis  
 IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, James A. Dirst 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 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 Grantors this 3rd day of December, 19 76.

Forrest M. Jarvis (SEAL)  
 Forrest M. Jarvis  
Nekita A. Jarvis (SEAL)  
 Nekita A. Jarvis

This instrument was MAILED TO James A. Dirst, Vice President and Trust Officer, Bank of Lansing,  
 (NAME AND ADDRESS) 3115 Ridge Road, Lansing, IL 60438

23 745 800

# UNOFFICIAL COPY

1976 DEC 14 AM 9:28

RECORDED IN DEEDS  
COOK COUNTY, ILLINOIS

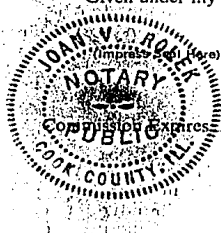
DEC-14-76 297197 • 23745800 • A — Rec 10.00

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Joan V. Rolek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FORREST M. JARVIS and NEKITA A. JARVIS, his wife

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, 1976.



Joan V. Rolek  
Notary Public



BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_

23745800

GEORGE E. COLE  
LEGAL FORMS

**END OF RECORDED DOCUMENT**