

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

23 123 250

THIS INDENTURE, WITNESSETH, That Joseph W. Long and Ruth L. Long, His Wife

(hereinafter called the Grantor), of 202 Kostner Avenue Chicago Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Thirteen Thousand Four Hundred Forty and no/100 Dollars
has paid, CONVEYED AND WARRANTS to Rosemary Dawson, Trustee
of 1535 Halsted Street Chicago Heights 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 appertenant 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:

Lots 1 and 2 in Block 6 in D. S. Place's Addition to Chicago being a Subdivision of the East Three Quarters of the North East Quarter of the North West Quarter of Section 15, Township 39 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 TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Joseph W. Long and Ruth L. Long, His Wife justly indebted upon 1 (one) principal promissory note bearing even date herewith, payable

to the State Loan Company of Chicago Heights Inc. - 1535 Halsted Street - Chicago Heights, Illinois as follows: in Sixty (60) successive and consecutive monthly in installments in the amount of Two Hundred Twenty Four and no/100 Dollars (\$224.00) commencing on the 21st day of July, 1975 and on the twenty - first day of each month thereafter, ending on the 21st day of June, 1980 or until the total amount of Thirteen Thousand Four Hundred Forty and no/100 Dollars (\$13,440.00) is paid in full.

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 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; (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 to insure, or pay taxes or assessments, or to pay for 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 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 earned interest, shall, at the option of the legal holder thereof without notice, become immediately due and payable, and the 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 in equity, 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, and for documentary evidence, stenographer's charges, cost of procuring and completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the 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 decree that may be rendered in such foreclosure proceedings; which proceeding, whether a 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 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: Joseph W. Long and Ruth L. Long, His Wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, or 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 21st day of June, 19 75

THIS DOCUMENT PREPARED BY:

Linda A. Mulder
STATE LOAN COMPANY
of Chicago Heights, Inc.
1535 Halsted Street
Chicago Heights, Ill. 60411

Ruth L. Long (SEAL)
Joseph W. Long (SEAL)

23 123 250

UNOFFICIAL COPY

Shirley R. Olson

RECORDED OF DEEDS
COOK COUNTY ILLINOIS

1975 JUN 23 AM 10 17

JUN-23-75 16985 • 23123250 • A — Rec

5.00

STATE OF Illinois
COUNTY OF Will

ss.

I, Allan B. Dawson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph W. Long and Ruth L. Long, His Wife

personally known to me to be the same personS 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.

Gives under my hand and notarial seal this 21st day of June, 19 75.



Allan B. Dawson
Notary Public

October - 12, 1976

5.00

23123250

BOX No. _____
SECOND MORTGAGE
Trust Deed

Joseph W. Long and

Ruth L. Long, His Wife
TO

Rosemary Dawson, Trustee

Please return to:

STATE LOAN COMPANY
of Chicago Heights, Inc.
1536 Halsted Street
Chicago Heights, Illinois 60411



RC
FOCUS

RECORDED DEED