

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Frank J. Gaura & Mary Ann Gaura (his wife)
 (hereinafter called the Grantor), of the Village of Oak Lawn County of Cook
 a State of Illinois for and in consideration of the sum of Seven Thousand Seven Hundred Thirty Two Dollars & 80/100 - - - (\$7,732.80) Dollars
 in hand paid CONVEY AND WARRANT to Ford City Bank
 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 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 Village
 of Oak Lawn County of Oak Lawn and State of Illinois, to-wit:

Lot 19 in Block 6 in the 2nd Addition to Oakside, being a Subdivision
 of part of Lots 6, 7 and 10 in School Trustees Subdivision of Section
 16, Township 37 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.

WHEREAS, The Grantor a principal promissory note bearing even date herewith, payable
 justly indebted upon

1st monthly payment of \$128.88 due August 20th, 1975, followed by
 fifty-eight consecutive monthly payments of \$128.88 due on the 20th
 day of each, and a final payment of \$178.88 on the 20th day of July,
 1980.

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 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 incum-
 brances, 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 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 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 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 fore-
 closure hereof—including reasonable attorney's fees—charges for documentary evidence, stenographer's charges, cost of procuring or com-
 pleting 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 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 dec-
 ree 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 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
 refusal or failure to act, the Cook County 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 Grantor this 17th day of July, 19 75

Frank J. Gaura (SEAL)

Mary Ann Gaura (SEAL)

THIS INSTRUMENT WAS PREPARED BY
 J. M. GAROSBERG
 7601 SOUTH CICERO, CHICAGO, ILLINOIS

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RECORDER OF DEEDS
COOK COUNTY ILLINOIS

Sherry Hornung
1975 AUG 29 AM 9 18

AUG-29-75 54134 • 23204373 • A — Rec

5.05

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Sharon Hornung, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Frank J. Gaura and Mary Ann Gaura

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 a 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 17th day of July, 19 75



Sharon Hornung
Notary Public

054
MAIL

23204373

BOX No. _____
SECOND MORTGAGE
Trust Deed
on: Frank J. and Mary Ann Gaura
TO
Ford City Bank



MAIL TO: Ford City Bank
7601 S. Cicero
Chicago, Ill.

Attn: Sherry Hornung

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT