

UNOFFICIAL COPY

23 213 009

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That James H. Ervin and Sandra J. Ervin, His Wife
 (hereinafter called the Grantor), of 8124 South Crandon Avenue Chicago Illinois
 (No. and Street) (City) (State)

for and in consideration of the sum of Ten Thousand Three Hundred Twenty and no/100 Dollars
 in hand paid, CONVEY AND WARRANTS to Rosemary Dawson, Trustee
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 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 City
of Chicago County of Cook and State of Illinois, to-wit:

The South 1/2 of Lot 10 and all of Lot 11 in Block 1 in the Subdivision of the West
 1/2 of the South East 1/4 of the North East 1/4 of Section 36, Township 38 North,
 Range 14, 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 James H. Ervin and Sandra J. Ervin, 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
 installments in the amount of One Hundred Seventy - Two and no/100 Dollars (\$172.00)
 commencing on the 11th day of October, 1975 and on the eleventh day of each month
 thereafter, ending on the 6th day of September, 1980 or until the total amount of
 Ten Thousand Three Hundred Twenty and no/100 (\$10,320.00) Dollars, 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 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 incum-
 brances, 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 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 the 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 in 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, costs for documentary evidence, stenographer's charges, cost of printing 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,
 such, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether de-
 cree 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 of 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.

The name of a record owner is: James H. Ervin and Sandra J. Ervin, 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, then Charles W. Shanks 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 6th day of September, 1975

THIS DOCUMENT PREPARED BY:

Linda A. Milder

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

James H. Ervin (SEAL)
Sandra J. Ervin (SEAL)

23 213 009

UNOFFICIAL COPY

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 James H. Ervin and Sandra J. Ervin, 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 redemption.

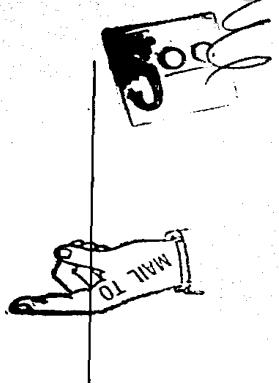
Given under my hand and notarial seal this 6th day of September 19 75.
Commission Expires October 12th, 1976

Allan B. Dawson
Notary Public

1975 SEP 8 AM 10 31
SEP-8-75 5 8 2 4 • 23213009 • A --- Rec 5.00

BOX No. _____
SECOND MORTGAGE
Trust Deed
James H. Ervin and
Sandra J. Ervin, His Wife
TO
Rosemary Dawson, Trustee

Please return to:
STATE LOAN COMPANY
of Chicago Heights, Inc.
1535 Halsted Street
Chicago Heights, Illinois 60411



23213009
BC FORMS

END OF RECORDED DOCUMENT