

# UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE FORM (Illinois) 23 214 108 FORM No. 2202 JULY, 1973

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE WITNESSETH, That **THOMAS G. MAPP and KAY-KAROL MAPP, his wife** (hereinafter called the Grantor), of **2751 North Seminary, Chicago, Cook County, Illinois** (No and Street) (City) (State)

for and in consideration of the sum of **Ten and no/100s (and other consideration)** Dollars in hand paid, CONVEY AND WARRANT to **IAN L. ROBERTSON and JANE K. ROBERTSON** of **405 South Section Street, Fairhope, Alabama** (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** County of **Cook** and State of Illinois, to-wit:

The South 25 feet of Lot 41 and that part of the vacated 10 foot alley lying East of and adjoining said Lot 41 as lies South of the North line of the South 25 Feet of said Lot 41 extended East, said Lot 41 being in Broomell's Subdivision of the West half of out lots 10 and 13 in Canal Trustees' Subdivision of the East Half of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Hereby releasing and waiving all right 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, **THOMAS G. MAPP and KAY-KAROL MAPP, his wife**

justly indebted upon **that certain \$7,751.45** principal promissory note bearing even date herewith, payable to the order of **Ian L. Robertson and Jane K. Robertson, his wife**, in the amount and at the times therein designated; and, further, are justly indebted upon that certain **\$5,000.00** principal promissory note bearing date of **March 24, 1972**, payable to the order of **Ian L. Robertson and Jane K. Robertson, his wife**, in the amount and at the times therein designated.

**JOHN C. HENDRICKSON**

Attorney at Law

THIS INSTRUMENT PREPARED BY: **3324 North Halsted Street Chicago, Illinois 60657**

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 principal on the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within thirty 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, secondly, 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 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 discharge of incumbrances or of 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 of 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 foreclosure hereof—including reasonable attorney's fees, or delays for documentary evidence, stenographer's charges, cost of preparing a 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; and 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 right 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 appoint a receiver 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: **THOMAS G. MAPP and KAY-KAROL MAPP, his wife**

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 hands and seals of the Grantors, this **15th** day of **July**, 1975

*Thomas G. Mapp* (SEAL)  
**THOMAS G. MAPP**  
*Kay-Karol Mapp* (SEAL)  
**KAY-KAROL MAPP**

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1975 SEP 8 PM 2 53

CLERK OF COURT  
COOK COUNTY, ILL.

STATE OF ILLINOIS

SEP-8-75 5 8 6 4 2 • 23214108 • A -- Rec 5.10  
ss.

COUNTY OF COOK

I, JOHN C. HENDRICKSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS G. MAPP and KAY-KAROL MAPP,  
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.

Gave under my hand and notarial seal this 15th day of July

(Imprint Here)

Commission Expires March 8, 1978

*John C. Hendrickson*  
Notary Public  
JOHN C. HENDRICKSON  
CLERK OF COURT  
COOK COUNTY, ILL.

MAIL TO: JOHN C. HENDRICKSON  
Attorney at Law  
3324 North Halsted Street  
Chicago, Illinois 60657

23214108

500 MAIL

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_  
LEGAL FORMS  
GEORGE E. COLE

END OF RECORDED DOCUMENT