

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE FORM (Illinois)

23 243 205

FORM No. 2202 JULY, 1973

HI 221

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE, WITNESSETH, That DENNIS R. HARASIM & SUSAN A. HARASIM, his wife

hereinafter called the Grantor(s), of 2505 South Scoville Berwyn Illinois (\$6,535.00)

for and in consideration of the sum of Six thousand five hundred thirty five & 00/100 Dollars in hand paid, CONVEY AND WARRANT to Lyons Savings and Loan Association of 450 West 55th Countryside Illinois

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 Berwyn and State of Illinois, to-wit:

Parcel 1: Lot 3 in James Marasek's Subdivision of Lot 14 in Block 3 in Joseph L. Donat's Addition to Berwyn, being a Subdivision of the South Half (1/2) of the South East quarter (1/4) of the North East quarter (1/4) of Section 30, Township 39 North, Range 13 East of the Third Principal Meridian, (except the West 295.16 feet of the South 295.16 feet thereof) in Cook County, Illinois.

Parcel 2: Lot 13 in Block 3 in Joseph L. Donat's Addition to Berwyn, being a Subdivision of the South Half of the South East quarter (1/4) of Section 30, Township 39 North, Range 13, East of the Third Principal Meridian (except the West 295.16 feet of the South 295.16 feet thereof) 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 TEST, nevertheless, for the purpose of securing performance of the covenants and agreements herein:

WITNES: The Grantor DENNIS R. HARASIM & SUSAN A. HARASIM, his wife
Installment Note
ostly indebted upon principal promissory note bearing even date herewith, payable
In monthly installments of \$108.92 for 60 months commencing September 1,
1975

PREPARED BY:
[Redacted Signature]

23 243 205

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 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 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 incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) To pay all taxes and assessments, and the interest thereon, at the time or times when the same shall become due and payable; and the grantee or holder of said indebtedness, may procure such insurance and 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 thereon 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 and costs for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees, 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 on said premises, shall be taxed as costs and included in any sale or other proceedings, such as foreclosure proceedings, which proceed, whether decree of sale shall have been entered or not, shall not be dissolved, 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, that upon the filing of any such suit for foreclosure of this deed the amount which such complaint is filed, may at any time, without notice to the Grantor, or to his heirs, administrators, executors or assigns, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record book DENNIS R. HARASIM & SUSAN A. HARASIM, 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, Chicago Title Insurance Company of said County is hereby appointed to be first successor in this deed, and if for any reason said first successor fails or refuses 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 deed. And when all the aforesaid covenants and agreements are performed the grantee or his successors in trust shall release said premises to the party entitled thereto in releasing or reasonable charges.

This instrument was signed and sealed by the Grantor(s) on this 22nd day of August 1975
Dennis Harasim (SEAL)
Susan A. Harasim (SEAL)

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Barbara Miller, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DENNIS R. HARASIM & SUSAN A. HARASIM,
his wife

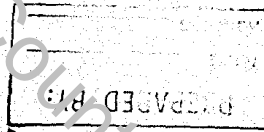
personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 22nd day of August, 19 75.



Barbara Miller
Notary Public

Lyons Savings & Loan
CountrySide Office
53th & Plainfield Rd.
CountrySide, Illinois 60525



THIS INSTRUMENT WAS PREPARED BY
BARBARA MILLER
ATTORNEY AT LAW
450 W. 58th STREET
COUNTRYSIDE, ILLINOIS 60525

500 MAIL

BOX No
SECOND MORTGAGE
Trust Deed

Lyons Savings & Loan
CountrySide Office
53th & Plainfield Rd.
CountrySide, Illinois 60525

GEORGE E. COLE
LEGAL FORMS



END OF RECORDED DOCUMENT