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TRUST DEED--SECOND MORTGAGE FORM (ILLINOIS) NO. 202 March, 1968

23 256 643

THIS INDENTURE, WITNESSETH, That the Grantors, JAMES SMITH and WILLIAM SCALAN

of the CITY of Hickory Hills County of Cook and State of Illinois
for and in consideration of the sum of thirty six thousand and no/100's
Dollar, in hand paid, CONVEY AND WARRANT TO FORD CITY BANK

of the CITY of Chicago County of Cook and State of Illinois
as trustee, 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 Hickory Hills, County of Cook and State of Illinois, to-wit:

Lot 209 in Timber Ridge a Subdivision of the West 1/2 of the North East 1/4 (except the South 329 feet thereof) and the West 1/2 of the East 1/2 of the North East 1/4 of Section 3, Township 37 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded, April 19, 1963 in Document 18773940 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 Grantors are justly indebted upon a principal promissory note bearing even date herewith, payable

In one payment maturing January 5, 1976.

This Trust Deed covers all subsequent renewals of the aforementioned Note.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon as herein and in said 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, 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 in good repair, at any time or any time on said premises insured in compliance with the statute herein, who is hereby authorized to place such insurance in compliance with the terms of the first mortgage indebtedness, with loss clause attached payable to the first lender of mortgage, and assigned to the lender in case as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustees until the indebtedness is fully paid; (6) to pay all principal and interest thereon at the time or times when the same shall become due and payable.

THE DEBTOR covenants to insure, or pay taxes or assessments, or the price of insurance on the interest thereon when due, the grantors or trustee of said indebtedness may proceed with insurance to pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or all same, with interest thereon from time to time, and all interest to pay the grantors agree to repay immediately without demand, and all same with interest thereon from the date of payment at seven per cent per annum, shall be so much additional indebtedness secured hereby.

THE EXISTENCE of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all interest thereon, 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 said indebtedness had then matured by express term.

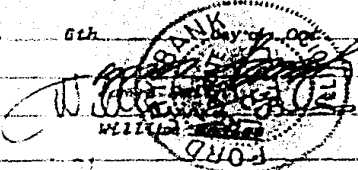
IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure herein, including reasonable attorney's fees, unless for documentary evidence, sheriff's charges, cost of recording or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantors, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantors or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 any proceeding herein, which proceeding, whether decree of sale shall have been entered or not, shall not be discharged nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantors for said premises, and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, appoint a receiver in 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 grantor, or of his resignation, refusal or failure to act, then any like cause said first covenant fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be first successor in the trust, and if for some reason said first covenant 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 the trust. And when all the aforesaid covenants and agreements are performed, the grantors or his successor in trust, shall release said premises to the party entitled on receiving his reasonable charges.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of name and words denoting the plural number.

THIS TRUST DEED IS SUBJECT TO 1st mortgage of record

Witness the hands and seals of the grantors this 6th day of April, 1975.



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MAILED TO MAIL ROOM

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STATE OF Illinois)
COUNTY OF Cook) ss. 78834 - 20256839 A -- 50

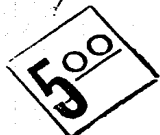
I, Pamela Fasano, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Smith and William Soalea

personally known to me to be the same person ^a whose name ^a 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 it free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given As Witness and notarial seal this 6th day of October 19 75.



Pamela Fasano
Notary Public



SECOND MORTGAGE
Trust Deed
to

END OF RECORDED DOCUMENT