

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JULY, 1973

23 332 123

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Patrick Nee and Ann Nee, his wife  
 (hereinafter called the Grantor), of 10414 Altgeld Melrose Park Illinois  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of ONE THOUSAND SIX HUNDRED and N 0/100 Dollars  
 in hand paid, CONVEY AND WARRANT to The NORTHLAKE BANK  
 of 26 W. North Avenue Northlake 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 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 Village  
 of Melrose Park County of Cook and State of Illinois, to-wit:

----- East 60 feet (except North 132 feet) of lot "X" in resub-  
 division of lot 39 to 52 and West 1/2 of Lot 53 in F. H. Bartlett's  
 Grand Farms Unit "B" North Subdivision of North 1/2 of South 1/2  
 of East 1/4 of South East 1/4 of Section 29, Township 40 North,  
 Range 12 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 WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

WHEREAS, The Grantor Patrick Nee and Ann Nee, his wife  
 justly indebted upon their principal promissory note bearing even date herewith, payable

" ON DEMAND "

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 hereinafter named (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 incumbrances, 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 discharge incumbrances or the interest thereon when due, the grantor 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 shall 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 all interest thereon from time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, and 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, delays for documentary evidence, stenographer's charges, cost of procuring 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 grantor 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 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 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 grantor in which such complaint is filed, may at once and without notice to the Grantor, or to any person 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 to be removed from said \_\_\_\_\_ County of the grantor, or of his resignation, refusal or failure to act, \_\_\_\_\_ 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand, Seal and \_\_\_\_\_ of the Grantor, this nineteenth day of December, 1975--

Patrick Nee (SEAL)  
Ann Nee (SEAL)

"This instrument was prepared by"  
 Gaza E. Cooke c/o THE NORTHLAKE BANK  
 26 W. North Ave.,  
 Northlake, Illinois 60164

23 332 123

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1975 DEC 22 PM 1 10

STATE OF ILLINOIS

COUNTY OF COOK

NOTARY PUBLIC

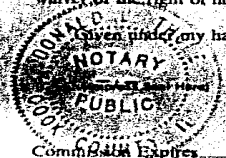
SS.

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I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick Nee and Ann Nee, his wife,

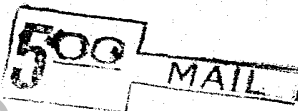
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS nineteenth day of December 19 75



[Signature]

Notary Public



BOX No.

SECOND MORTGAGE

Trust Deed

PATRICK NEE and

ANN NEE, his wife

TO

THE NORTHLAKE BANK

26 N. North Avenue  
Northlake, Illinois 60164

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT