

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No 2202
JANUARY, 1968

23 377.353

GEORGE E COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Warnold B. Bakker and Jeonne A. Bakker (his wife)

hereinafter called the Grantor, of the Village of Orland Park, County of Cook
and State of Illinois, for and in consideration of the sum of
~~one thousand five hundred and 00/100~~ (\$15,600.00)
Dollars
on hand paid CONVEY AND WARRANT to John H. Thode, Trustee
of the Village of Homewood, County of Cook and State of 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 Village
of Orland Park, County of Cook and State of Illinois, to wit:

Lot 8 in Block 3 in Orland Heights, a Subdivision of part
of the Northwest 1/4 of Section 2, Township 36 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.
IS IT SO, nevertheless, for the purpose of securing performance of the covenants and agreements herein,

Witness, The Grantor Warnold B. Bakker and Jeonne A. Bakker (his wife)
justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank of Evergreen Park, Illinois
the sum of Fifteen-thousand-six-hundred and 00/100 (\$15,600.00)
Dollars due on the 5th day of July, 1976.

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) without just cause for destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged, so that waste to said premises shall not be committed or suffered; (4) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor 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 here to the first Trustee or Mortgagee, and second to the Trustee herein at their option, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (5) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IS IT SO, that if failure to insure, or pay taxes or assessments, or the interest thereof, 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 bill 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.

IS IT SO, that if breach of any of the aforesaid covenants and agreements the whole of said indebtedness, including principal and all earned interest, shall at the rate of legal interest thereon, without notice, become immediately due and payable, and will 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 all of said indebtedness had then matured by express terms.

IS IT SO, to be the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure herein, including reasonable attorney's fees, costs for documentary evidence, stenographer's charge, cost of procuring or executing 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. 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 decree of sale shall have been entered or not, shall 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 to 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 with no notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession of, charge of said premises with power to collect the rents, issues and profits of said premises.

IS IT SO, that the death, removal from and
Richard J. Brennan
refusal or failure to act, the
testimony in this trust, or for any like cause said first successor fail or refuse to act, the person who shall then be the acting Receiver
of Decs of said Grantor, or be 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 and seal of the Grantor as thus:

5th day of January, 1976

This Document was prepared by:

Diane Compton
Evergreen Plaza Bank
9040 South Western Avenue
Evergreen Park, Illinois 60642

W. Warnold B. Bakker
X Jeonne A. Bakker

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STATE OF Illinois
COUNTY OF Chicago, Illinois

I, Lorraine Kenny, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arnold H. Packer and Deanne Packer (his wife)

personally known to me to be the same persons 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.

I, Lorraine Kenny, Notary Public, do hereby certify under my hand and notarial seal this 17th day of January, 1979.

Commission Expires April 2, 1981

Lorraine Kenny
Notary Public



PO BOX 10
SECOND MORTGAGE
Trust Deed



COOK COUNTY CLERK'S OFFICE
GEORGE E. COLE
LEGAL FORMS