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TALIST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 JULY 1973

GEORGE E. COLE LEGAL FORMER

THIS INDENTURE, WITNESSETH, That Charlotte Seville, a Widow

(hereinafter called the Grantor), of 1668 Chestnut Street, Des Plaines Illinois

in consideration of the sum of Five Thousand Twenty and no/100 Dollars

in hand PAID CONVEYS AND WARRANTS TO The Des Plaines Bank

of 1223 Oakton Street Des Plaines Illinois

and to his heirs 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 Des Plaines County of Cook and State of Illinois, to-wit:

Lot 5 in Rebuild Corporation Chestnut Street Subdivision in the North West quarter of the North East quarter of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded June 21, 1956 as document 16617219 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 favor, nevertheless, for the purpose of securing performance of the covenants and agreements herein

Witness The Grantor Charlotte Seville

fully indebted upon a single payment principal promissory note bearing even date herewith, payable

\$5,020.00 plus interest at 10.00% per annum payable in 90 days,

due April 30, 1976.

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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 date of issue in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within a day 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 on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured by companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the said mortgage indebtedness, with loss clause attached payable first, to the first Trustee in Mortgage, and, upon the Trustee herein as flow interests may appear, which policy shall be kept and retained with the said mortgagee or Trustee until said indebtedness is fully paid; (6) to pay all prior indebtedness, and the interest thereon, at the time or times when the same shall be due and payable.

In the event of failure to insure, or pay taxes or assessments, or in any circumstance in the interest herein when due, the grantor or the holder of said indebtedness, may procure such insurance, pay such taxes or assessments, or discharge or discharge any tax lien or title affecting said premises or pay all prior indebtedness and the interest thereon from time to time, and all sums 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 above-cited 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, in 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 this foreclosure hereof, including reasonable attorney's fees, and any other disbursements, charges, costs or expenses, or any part thereof, or any part thereof, 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, in 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 judgment which may be rendered in such foreclosure proceedings, which proceedings, whether done of law shall have been covered or not, and shall be deemed to be released hereof, and all such expenses and disbursements, and the costs of suit, including attorney's fees, shall be paid by the Grantor and for the heirs, executors, administrators and assigns of the Grantor without any right 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 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 or records in which the same shall be recorded in the County of the grantor, or of his resignation, or of his heirs, or of his assigns, or of the County in which the same shall be recorded is hereby appointed to be the acting Recorder of Deeds of said County, who is hereby appointed to be second mortgage in this trust. And when all the above-cited covenants and agreements are performed, the grantor or his successors in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand, and seal, of the Grantor this 30th day of January 1976

X Charlotte Seville (SEAL)

COOK COUNTY MORTGAGE

UNOFFICIAL COPY

STATE OF Illinois

COUNTY OF Cook

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I, George P. Gubbins, a Notary Public in and for said County, in the State above said, DO HEREBY CERTIFY that Charlotte Saville

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 31st day of January, 1976

(Compress Seal Here)

George P. Gubbins
Notary Public

Commission Expires 10-5-77



INSTRUMENT WAS FILED
Kenneth F. Koutsky, Attorney
223 Oakton Street
Des Plaines, Illinois 60018

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Form with vertical lines and text: SECOND MORTGAGE Trust Deed, TO, GEORGE E. COLE LEGAL FORMS

END OF RECORDED DOCUMENT