

UNOFFICIAL COPY

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

24440688

THIS INDENTURE, WITNESSETH, That the Grantors, Ford City Bank and Trust Co. a/t/u Trust #1952 dated November 11, 1977 of the Village of Oak Lawn, County of Cook and State of Illinois for and in consideration of the sum of Thirty Two Thousand and 00/100 Dollars in hand paid, CONVEY AND WARRANT to Ford City Bank and Trust Co. a/t/u 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 Crestwood and, County of Cook and State of Illinois, to-wit: Oak Lawn

Parcel 1: Lot 10 in Crestwood Heights, a Resubdivision of Lot 8 of Arther T. McIntosh and Company's Richwood Farms, being a Subdivision of the East Half of the North East Quarter of Section 4, Township 36 North, Range 13, East of the Third Principal Meridian and the North 33 feet of 139th Street between the East line of LaVergne Avenue & the West line of Cicero Avenue, in Cook County, Illinois.
Parcel 2: Lot 6 in Block 3 in Lode's Resubdivision of Blocks 2, 7, and 10 recorded as vacated May 22, 1897 in Block 3900 in Recorder's Office of Cook County, Illinois (except the North 17 feet of Block 2, heretofore conveyed for public highway) in Dearborn Heights Subdivision, being a subdivision of the West Half of the North East Quarter of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, 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 120 consecutive monthly payments of \$453.33 each commencing on January 10, 1978 and maturing on December 10, 1986.

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

THIS INSTRUMENT WAS PREPARED BY
 EDWARD C. SWEIGARD
 7601 S. Cicero
 Chicago, IL

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 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 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 to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, or to pay said premises or pay of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or lien affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantors agree 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, accrued 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 the 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with such sure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing, or proceeding 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 grantee 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 such foreclosure proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors 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 to take possession or 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 grantee, or of his resignation, refusal or failure to act, then 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 grantee 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 nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO First Mortgage of Record

Exoneration provision restricting any liability of the Ford City Bank and Trust Co. stamped on the reverse of this document.

Witness the hands and seals of the grantors this 14th day of November, 1977.

Attest Edward C. Sweigard Vice Pres. & Trust Officer By James P. Redden Ass't. Vice President & Trust Officer

10-83-65B

10-83-29B

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1978 MAY 10 AM 11 07

STATE OF Illinois

RECORDED OF DEEDS
COOK COUNTY ILLINOIS
ss.

RECORDED

COUNTY OF Cook

MAY-10-78

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24440688

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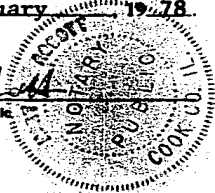
12.15

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that June R. Ritchie, A.V.P. & T.O. and Edward C. Sweigard, V.P. & T.O. 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 6th day of February, 1978.

(Impress Seal Here)

Mary T. Abbott
Notary Public



Commission Expires June 6, 1981

THIS INSTRUMENT is recorded by the Ford City Bank and Trust Company, not a Trustee as indicated in the execution of the power and authority conferred upon and vested in it as such Trustee and Ford City Bank and Trust Co. hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Ford City Bank and Trust Co.



24440688

SECOND MORTGAGE

Trust Deed

TO



*Ford City Bank
7601 S. Wickers Ave.
Chicago, Ill. 60602*

END OF RECORDED DOCUMENT