

24458849

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE*
LEGAL FORMS

24458849

THIS INSTRUMENT, WITNESSETH, That James P. Walsh and Marie K. Walsh, his wife

(hereinafter called the Grantor), of 141 Hawthorne Glencoe, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Seven thousand three hundred forty five and 20/100 Dollars
in hand paid, CONVEYERS AND WARRANTS to Glencoe National Bank
of 333 Park Ave. Glencoe, Illinois
(No. and Street) (City) (State)

and to his successors in title 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 Glencoe Cook County of Cook and State of Illinois, to-wit:

Lot 2 in Gall resubdivision of Lots 7 to 11 inclusive, and the Southeasterly 35.6 feet of Lots 6 and 12 in block 8 (except the Northeastery 200 feet of the Southeasterly 35.6 feet of Lot 6 and also except the Northeastery 200 feet of lot 7 and also except the Northwestery 7.4 feet of the northeasterly 200 feet of Lot 8) all in the Village of Glencoe (excepting from said Lot 2 that portion of said Lot 2 beginning at the South East corner of said Lot 2; thence Northerly on the East line of said lot 2, 266.25 feet; thence westerly on the Northerly line of said lot 2, 50 feet to a point; thence Southerly on a straight line 239.1 feet to a point on the Southerly line of said lot, 90 feet west from the place of beginning; thence Easterly on the Southerly line of said lot 2, being on Hawthorne Avenue 90 feet to the place of beginning) in sections 5, 6, 7 and 8, township 42 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 Grantor James P. Walsh and Marie K. Walsh, his wife justly indebted upon their principal promissory note bearing even date herewith, payable in 60 successive monthly installments of one hundred twenty two and 42/100 (\$122.42) (including principal and interest) beginning on May 15, 1978 and thereafter on the same day of each subsequent month until paid in full, together with interest after maturity on all unpaid amounts at the highest lawful rate then in the State of Illinois.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 so to insure, or pay taxes or assessments of the prior incumbrances or the interest thereon 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 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 with interest thereon from the date of payment at eight 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 or 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 time of such breach at eight 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 the foreclosure hereof—including reasonable attorney's fees and outlays for documentary evidence, stenographer's charges, cost of procuring or 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 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 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 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 party 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 owner is: James P. Walsh and Marie K. Walsh, his wife

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 Glencoe National Bank 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.

Witness the hand and seal of the Grantor, this 16 day of May, 1978



X James P. Walsh (SEAL)
X Marie K. Walsh (SEAL)
Marie K. Walsh

This instrument was prepared by Michael F. Garcia Glencoe National Bank Glencoe, Ill.
(NAME AND ADDRESS)

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UNOFFICIAL COPY

1978 MAY 23 AM 9 36

COOK COUNTY CLERK'S OFFICE

MAY-23-78 5 1 8 7 2 5 • 24458849 • A — Rec

10.00

STATE OF Illinois
COUNTY OF Cook } ss.

I, Veronica S. West, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James P. Walsh and Norma K. Walsh, his wife

personally know to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this 16 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 Act of Homestead

Given under my hand and notarial seal this 16 day of May, 19 78.



Veronica S. West
Notary Public

10.00

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BOX No.

SECOND MORTGAGE
Trust Deed

James P. Walsh and Marie K. Walsh,

his wife

TO
Glencoe National Bank

333 Park Ave., Glencoe, Illinois

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT