

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

GEORGE E. COLE
LEGAL FORMS

24482523 24482523

THIS INDENTURE, WITNESSETH, That LeRoy Roll, Jr., and Donna Lee Roll (his wife)
 hereinafter called the Grantor), of 18020 South Baker Avenue Country Club Hills, IL
 (No. and Street) (City) (State)
 for and in consideration of the sum of Nine-thousand-eight-hundred-ninety-five and 96/100 Dollars
 in hand paid, CONVEY AND WARRANT to John H. Thode, trustee
 of 18224 South Dolphin Drive Homewood, 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 fol-
 lowing 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 Country Club Hills County of Cook and State of Illinois, to-wit:

18020 South Baker Avenue Country Club Hills, Illinois
 lot 119 in J.E. Herrion's Country Club Hills First Addition, a Subdivision of
 the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (except the East 50' of the South 165' thereof and the E $\frac{1}{2}$
 of the SW $\frac{1}{4}$ (except the East 50' thereof and except the West 262' of the South
 450' thereof) of Section 34 Township 36 North, Range 13 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 TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor LeRoy Roll, Jr., and Donna Lee Roll (his wife)
 justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of the Evergreen Plaza Bank, Evergreen Park, Illinois the sum of
Nine-thousand-eight-hundred-ninety-five and 96/100 (\$9895.96) Dollars in One
(1) installment as follows: \$9895.96 due on the 15th day of August, 1978

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 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 in indebtedness, with
 loss clause attached payable *pro rata* to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interest 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 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 by 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 hereon.

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 fore-
 closure hereof—including reasonable attorney's fees, and days for documentary evidence, stenographer's charges, cost of procuring or com-
 pleting 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 de-
 cree 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 claim 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-
 out 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: LeRoy K. Roll County of the grantee, or of his resignation,
 Richard J. Brennan of said County is hereby appointed to be
 In the event of the death or removal from said Cook second successor in this trust. And when all the aforesaid covenants and agreements are
 refusal or failure to act, then performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand, seal and sign of the Grantors this 20th day of May 19 78

LeRoy Roll, Jr. (SEAL)
Donna Lee Roll (SEAL)

This instrument was prepared by Diane Compton Evergreen Plaza Bank Evergreen Park, IL
 (NAME AND ADDRESS)

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REC'D JUN 8 PM 1 25

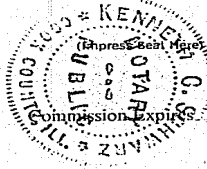
JUN - 8 - 78 10:00

STATE OF Illinois
COUNTY OF Cook } ss.

I, Kenneth C. Schwarz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LeRoy Roll, Jr., and Donna Lee Roll (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 honest bid.

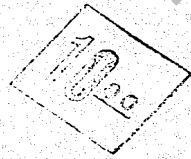
Given under my hand and notarial seal this 25th day of May, 19 78.



Kenneth C. Schwarz
Notary Public

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT