

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24526243

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That John Joyce and Helen Joyce, his wife
 (hereinafter called the Grantor), of 9120 S. Mozart Evergreen Park Illinois
 (No. and Street) (City) (State)
 for as in consideration of the sum of Thirty-thousand-three-hundred-thirty-seven-and-57/100 Dollars
 in hand paid CONVEY AND WARRANT to John H. Thode
 of 1824 Dolphin Lake Drive Hornwood 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 Evergreen Park County of Cook and State of Illinois, to-wit:

Lots 63 and 64 in Frank DeLugach's Beverly Heights, being a
 subdivision of blocks 1 to 8 in Harper & St Aubin's Beverly
 Hills subdivision of the North half of the north east quarter
 of the south west quarter of section 1, township 37 north,
 range of the third principal meridian, in cook county, Illinois

Hereby releasing and waiving all rights under and by virtue of the heretofore 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 John Joyce and Helen Joyce
 justly indebted upon Their principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois
 the sum of Thirty-thousand-three-hundred-thirty-seven-and-57/100
 (30,337.57) Dollars, in one payment due on the 10th day of November
 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, 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, if 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, or the prior incumbrances or the interest thereon when due, the
 grantee or the holder of said indebtedness, may procure such insurance, pay such taxes or assessments, or discharge or purchase any 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 fore-
 closure hereof—including reasonable attorney's fees, or delays 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 a 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 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 with-
 out notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession and charge of said premises
 with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: John Joyce and Helen Joyce

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 Richard J. Brennan 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 S and seal S of the Grantor S this 18th day of May, 19 78

[Signature] (SEAL)
[Signature] (SEAL)

This instrument was prepared by Barbara A. Spanos Evergreen Plaza Bank Evergreen Park, Ill
 (NAME AND ADDRESS)

24526243

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1978 JUL 10 PM 1:55
OFFICE OF RECORDS
COOK COUNTY ILLINOIS

STATE OF Illinois }
COUNTY OF Cook } JUL-10-78 ss. 68469 24526241 10.00

I, Kenneth C. Schwarz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Joyce and Helen Joyce

personally known to me to be the same person^s 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 of 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 18th day of May, 19 78

Kenneth C. Schwarz
Notary Public

10.00
E



BOX No. _____
SECOND MORTGAGE
Trust Deed

TO _____

GEORGE E. COLE®
LEGAL FORMS

24526241

END OF RECORDED DOCUMENT