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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24559708

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE WITNESSETH That Robert S. Goldyn and Rosemarie Goldyn, his wife (hereinafter called the Grantors), of 19011 Willow Country Club Hills Illinois (No and Street) (City) (State)

for and in consideration of the sum of Three thousand four hundred and 00/100 Dollars in hand paid, CONVEY AND WARRANT to DEMSTER PLAZA STATE BANK of 8720 Dempster Niles 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 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 Country Club Hills County of COOK and State of Illinois, to-wit:

Lot 118 in Tierra Grande, being a subdivision of part of the South West Quarter of Section 3 Township 35 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. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor S ROBERT S. & ROSEMARIE GOLDYN justly indebted upon their principal promissory note bearing even date herewith, payable

in 84 installments of Sixty-four and 55/100 Dollars commencing September 5, 1978 and payable every thirty days thereafter until final monthly installment is paid on August 5, 1985.

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, according to any agreement extending time of payment; (2) to pay within 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 Mortgagee or Trustee 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 incumbrance, 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 on 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 with interest thereon from the date of payment at eight per cent per annum.

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 on 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 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 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 the costs 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 releases all claims 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 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 replacement is: Robert S. Goldyn and wife Rosemarie (J)

IN THE EVENT of death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then DEMSTER PLAZA STATE 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 handS and sealS of the Grantor, S this 10th day of July 19 78

Robert S. Goldyn (SEAL)
Rosemarie Goldyn (SEAL)

This instrument was prepared by Terese Marchewka 8720 Dempster Niles, IL 60648
(NAME AND ADDRESS)

Property of Cook County Illinois - SECOND MORTGAGE 24559708

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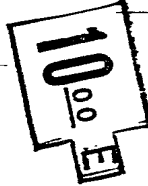
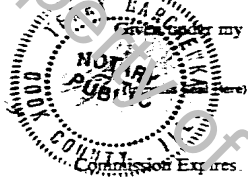
1978 JUL 31 AM 10 37

STATE OF Illinois)
COUNTY OF Cook)

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert S. Goldvn and Rosemarie Goldvn,
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

~~waves~~ of the right of homestead.

for my hand and notarial seal this 10th day of July, 1978



Teresa Marchenko
Notary Public



BOX No.

SECOND MORTGAGE
Trust Deed

DEMPSTER PLAZA STATE BANK
P. O. BOX 40-203
8720 DEMPSTER STREET
NILES, ILLINOIS 60648

24559708

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT