

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24 652 687

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That James C Hooks and wife Grace Hooks in joint tenancy
(hereinafter called the Grantor), of 3128 West 15th Place Chicago, Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of Two thousand five hundred ninety three and 44/100 Dollars
and paid, CONVEY AND WARRANTS to American Finance Corp of Ill
of 6815 W North Ave, Oak Park, 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the city
of Chicago County of Cook and State of Illinois, to-wit:

Lot 19 in Block 3 in Douglas Park Addition to Chicago being a
Subdivision in Sections 23 and 24, Township 39 North Range
13 East of the Third Principal Meridian, in Cook County Illinois

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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 James C Hooks and wife Grace Hooks
justly indebted upon American Finance Corp principal promissory note bearing even date herewith, payable

The sum of Two-thousand-five hundred-and ninety-three and 44/100 dollars \$2593.44. In Monthly consecutive installments of seventy-two and 04/100 dollars \$72.04, commencing on October 7, 1978 and each and every month thereafter until the entire sum is paid in full.....

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 acceptable to the holder of the first mortgage indebtedness, with 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, 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, 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, delays 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 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 a 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 a 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 Recorder of Cook owner is: James C Hooks and wife Grace Hooks
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 Recorder of Cook 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 26 day of July 1978
M.R.X. James C Hooks (SEAL)
M.R.X. Grace Hooks (SEAL)

This instrument was prepared by L. A. Temesvary, 6815 North, Oak Park, Ill
(NAME AND ADDRESS)

UNOFFICIAL COPY

RECORDED OF DEEDS
COOK 1978 OCT 12 2 40 PM 1 31 RECORDED *Embryl D. Harris*

OCT-2 78 143676 24652687 A - REC 10.00
STATE OF Illinois }
COUNTY OF Cook LAKE } ss.

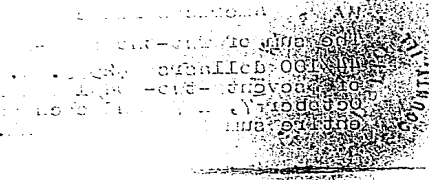
I, Marvin Kaufman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James C Hooks and wife Grace Hooks personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 20 day of July, 19 78.

(Impress Seal Here)

MK
Notary Public

Commission Expires Aug 27, 1981



BOX No. _____
SECOND MORTGAGE
Trust Deed
James C Hooks
Grace Hooks
3128 W 156th Place
Chicago, Illinois
TO
American Finance Corp of Ill
6815 W North Ave
Oak Park, Ill

24652687
GEORGE E. GOLE
LEGAL FORMS

END OF RECORDED DOCUMENT