

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 220 24 741 848

Geo. E. Cole & Co., Chicago  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor RICKY E. ROBERTS and CATHERINE R. ROBERTS, his wife

of the Village of DesPlaines County of Cook and State of Illinois

for and in consideration of the sum of TEN THOUSAND TWO HUNDRED TWENTY (\$10,220.00) Dollars in hand paid CONVEY AND WARRANT to CHARLES ABRAHAM and JOSEPHINE ABRAHAM, his wife,

of the Village of DesPlaines County of Cook and State of Illinois

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, 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 DesPlaines County of Cook and State of Illinois, to-wit:

That part of Lot 66 (except North 61.60 feet thereof) and North 52.80 feet of Lot 67 as a tract lying North of a line which is 26.91 feet South of North West corner thereof (as measured on West Line of said Tract) and 27.03 feet South of North East corner thereof (as measured on East Line of said Tract) in DesPlaines Terrace Unit 1, a Subdivision in part of Lot 2 in Conrad Mehling's Subdivision in West 1/2 of Fractional Section 8 and in East 1/2 of Fractional Section 7, Township 41 North, Range 12, 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. RICKY E. ROBERTS and CATHERINE R. ROBERTS, his wife, justly indebted upon principal promissory note bearing even date herewith, payable as follows: ONE HUNDRED (\$100.00) DOLLARS the 1st day of June, 1978; ONE HUNDRED (\$100.00) DOLLARS on the 1st day of each and every month beginning on the 1st day of July, 1978, for 100 months succeeding, and a final payment of TWENTY (\$20.00) DOLLARS on the 1st day of December 1986.

Said note may be prepaid at any time without any penalty.

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THE GRANTOR S. covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) To pay prior to the first day of June in each year, all taxes and assessments, each set 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 and improvements 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 for Mortgage, and, second, to the Trustee herein as the interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; (6) To pay all prior taxes, penalties and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or if all prior incumbrances and the interest thereon from time to time, and all taxes and assessments, shall be so much additional indebtedness secured hereby, and the same with interest thereon from the date of payment at seven 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 of 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 seven per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same as if all of said indebtedness had then matured to express terms.

IT IS AGREED by the grantor S. that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documenting evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees shall be paid by the grantor S.; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor S. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decrees that may be rendered in such foreclosure proceedings which proceeding, whether decrees shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor S. for said grantor S. and for the heirs, executors, administrators and assigns of said grantor S. waive S. all rights to the possession of, and income from, said premises pending such foreclosure proceedings, and agree S. that upon the filing of any bill to foreclose this trust deed in the court in which such bill is filed, may at once and without notice to the said grantor S. or to any party claiming under said grantor S. appoint S. to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then S. of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor shall 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 the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand S. and seal S. of the grantor S. this 25th day of May A. D. 1978

Ricky Roberts (SEAL)  
Catherine Roberts (SEAL)  
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\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

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State of ILLINOIS }  
County of COOK } ss.

I, ROBERTA HOLMQUIST  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that  
CATHIE ROBERTS

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as HER 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 25TH  
day of MAY A. D. 19 78

Roberta Holmquist  
Notary Public  
COOK COUNTY, ILLINOIS

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
Nov 29 1978 1 58 PM

#24741848

Box 533

SECOND MORTGAGE

Trust Deed

TO

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT