

24803839

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

This Indenture, WITNESSETH, That the Grantor Emily P. Abbott widow of William Abbott and not remarried

of the Town of Blue Island County of Cook and State of Illinois for and in consideration of the sum of One thousand four hundred ninety four and 72/100 Dollars in hand paid, COMPLY, S AND WARRANTS, to American Finance Corporation of the Village of Oak Park County of Cook and State of Illinois and to his successors 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 town of Blue Island County of Cook and State of Illinois, to-wit: The West 133 feet (except West 66.5 feet thereof) of the North half of the East one-ninth of the West nine-tenths of the North 59 acres of the South half of the Southwest quarter of Section 1, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County.

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 Emily P. Abbott widow of William Abbott and not remarried justly indebted upon her principal promissory note bearing even date herewith, payable in thirty six consecutive monthly payments of \$41.52 each until said amount is paid in full. First payment to commence on February 3, 1979.

THE GRANTOR 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 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 interest may appear, which policies shall be let and remain with the said Mortgagees 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 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 agree to repay immediately without demand, 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 on the whole of said indebtedness, including principal and all earned interest, seven 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 complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays 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 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 decree of sale 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, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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.

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 American Finance Corporation 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 28th day of December A. D. 19 78 (x) Emily P. Abbott (SEAL) Emily P. Abbott (SEAL) (SEAL) (SEAL)

Prepared by A. Childers 6815 W. North Avenue Oak Park, Ill. 12/28/78

24803839



UNOFFICIAL COPY

State of Illinois }
County of Cook } ss.

I, Eric Kagan
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Emily P. Abbott

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 she 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.

Done under my hand and Notarial Seal, this 28th
day of December A. D. 19 78



Property of Cook County Clerk's Office

1979 JAN 16 PM 1 56

10.00

Box No.

SECOND MORTGAGE

Trust Deed

Emily P. Abbott
2836 W. 141th. Pl.
Blue Island, Ill.
TO

American Finance Corporation
6815 W. North Avenue
Oak Park, Ill.

248038329

Form 223-TD

INDEX OF RECORDED DOCUMENTS