

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM NO. 202
JANUARY, 1968

24808425

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That George Diamantopoulos & Peggy Diamantopoulos, his wife
(hereinafter called the Grantor), of the City of Chicago County of Cook
and State of Illinois, for and in consideration of the sum of
Twenty Two Thousand Seven Hundred Forty Nine and 84/100 Dollars
in hand paid, CONVEY AND WARRANT to The Des Plaines Bank
of the City of Des Plaines 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 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 City
of Chicago County of Cook and State of Illinois, to-wit:

The North 35 feet of Lot 125 in the Second Addition to Montclare Gardens
being a Subdivision of the East 1/2 of the Northeast 1/4 of Section 30,
Township 40 North, Range 13, East of the Third Principal Meridian, in
Cook County, Illinois.

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 George Diamantopoulos & Peggy Diamantopoulos, his wife
justly indebted upon a certain principal promissory note bearing even date herewith, payable

in 36 monthly instalments of \$531.4 commencing on August 25, 1978
with interest at the rate of 11.52% P.R.

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 the 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 delinquent tax 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 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 secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee 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 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 will 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 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, publicly for documentary evidence, stenographer's charges, cost of securing 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 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 proceedings, 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 waives all rights of 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, the The Des Plaines 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 hand and seal of the Grantor, this 27 day of July, 1978

George Diamantopoulos (SEAL)
Peggy Diamantopoulos (SEAL)

THIS INSTRUMENT WAS RECORDED IN

THE DES PLAINES BANK
1228 UNION ST.
DES PLAINES, ILL. 60018

UNOFFICIAL COPY

State of Illinois
County of Cook

ss.

I, Michael G. Kappos

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
George Diamantopoulos and Peggy Diamantopoulos

personally known to me to be the same person 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 waiver of the right of homestead.

Given under my hand and Notarial Seal, this 27th day of July A. D. 19 78



12-5-87 Michael G. Kappos Notary Public
MY COMMISSION EXPIRES

1979 JAN 19 PM 1 36
RECORDS OF DEEDS
COOK COUNTY ILLINOIS

RECORDED *Cheryl P. ...*

JAN-19-79 206280 24803425 A - REC 10.00

County of Cook County Clerk's Office

Box No. _____
SECOND MORTGAGE
Trust Deed

TO



THE DES PLAINES BANK
1223 OAKVIEW ST.
DES PLAINES, ILL. 60018

24803425
GEORGE COLE & COMPANY