

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

24 312 604

GEORGE E. COLE  
LEGAL FORMS

THE FIRST PART, WITNESSETH, That John A. Davis and Robert L. Jackson  
 hereinafter named the Grantor, of the City of Chicago County of Cook  
 and State of Illinois, for and in consideration of the sum of  
Twenty-one-thousand-four-hundred-five-and-60/100's Dollars  
 in hand paid, CONVEY AND WARRANT to John H. Thode, Trustee  
 of the Village of Homewood 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:

Address of Property: 7155-57 Vincennes

Lots 1, 2, 3 and 4 of Lot 4 except that part described by metes  
 and bounds, all in Siskey's Resubdivision of Block 16 in Eggleston's  
 Second Subdivision, being the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  (except the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$   
 of the NE $\frac{1}{4}$  of said NE $\frac{1}{4}$  heretofore subdivided as Eggleston's Subdivision)  
 in Section 28 Township 38 North, Range 14 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.

Witness: The Grantor John A. Davis and Robert L. Jackson  
 mostly indebted upon their principal promissory note bearing even date herewith, payable

To the order of Evergreen Plaza Bank, Evergreen Park, Illinois  
 the sum of \$21,405.60 (Twenty-one-thousand-four-hundred-five-and  
 60/100's) Dollars, in 60 consecutive monthly installments as  
 follows: 356.76 on the 15th of August, 1977 and a like sum on the  
 15th of each and Every month thereafter until this note is fully  
 paid.

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 prior to the first day of June of 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 on 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 and 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 incum-  
 brances, 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 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 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 fore-  
 closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-  
 pleting 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 fore-  
 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 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 with-  
 out 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, then Richard J. Brennan 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, this 30th day of June, 19 77

This document was prepared by: John A. Davis (SEAL)

Yvonne Savoie (SEAL)  
 Evergreen Plaza Bank  
 Evergreen Park, Illinois



24 312 604

