

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

24 120 819

THIS INSTRUMENT, WITNESSETH, That the Grantors, Anthony J. Soltes, divorced & not since remarried of the City of Worth, County of Cook and State of Illinois Dollars in hand paid, CONVEY AND WARRANT to Ruben Harris, as Trustee Intercontinental Center of the city of Maywood, County of Cook and State of Illinois as trustee, 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 everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the city of Worth, County of Cook and State of Illinois, to-wit:

Unit No. 3C, as delineated on the survey of the following described parcel of real estate: Lot 1 in Mahaffay's Subdivision of the South 46 rods of the West 1/2 of the South East 1/2 of Section 13, Township 37 North, Range 12, East of the Third Principal Meridian, except the West 189.83 feet thereof, and except the East 519.80 feet thereof and also except the North 330 feet thereof, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by FORD CITY BANK, as trustee under Trust number 612, recorded in the Office of Recorder of Cook County, Illinois as document number 22 578 214.

Together with an undivided 5.68% interest in said Development Parcel (excepting from said Development Parcel all the property and

-OVER- hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IS TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantors are justly indebted upon one principal promissory note bearing even date herewith, payable in the sum of Nine Thousand Three Hundred Thirty-nine and 12/100 dollars (\$9339.12) payable in eighty-four (84) equal and successive monthly installments of One Hundred Eleven & 18/100 dollars (\$111.18) each beginning September 7, 1977 and ending August 7, 1984

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein and in said notes provided, 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 on said premises shall not be committed or suffered; (5) to repair 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 of Mortgage, 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 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 grantors 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 by this deed.

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 lender hereof, without notice, become immediately due and payable, and with interest thereon from time to time at such rate as shall be provided in the notes hereof, 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing as to what title the grantors or any part of said premises, shall be paid by the grantors; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the grantors or any part of said premises, may be a party, shall also be paid by the grantors. 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 dissolved, nor a release hereof given, until all such expenses, disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators, assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, 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 Melvin Cohen 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.

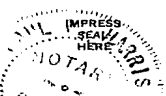
IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

WITNESS his hand and seal, this 3rd day of August, 1977.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

(Seal) Anthony J. Soltes (Seal) Anthony J. Soltes (Seal)

County of COOK ss., I, the undersigned, a Notary Public in and for said County, State of Illinois, in the State aforesaid, DO HEREBY CERTIFY that Anthony J. Soltes, divorced & not since remarried 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 his free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.



Given under my hand and official seal, this 3rd day of August, 1977. Commission expires July 5, 1981 Notary Public

This instrument was prepared by Ruben Harris, Intercontinental Center, Maywood, IL (Name) (Address) 60153

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UNOFFICIAL COPY

Handwritten signature

REC'D - 1977 SEP 26 AM 11 07
SEP-26-77 448466 24120819 A -- Rec 10.00

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space comprising all the Units defined and set forth in said Declaration and Survey).

Party of the first part also hereby grants to parties of the second part, their successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein. This Deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declarations were recited and stipulated at length herein.

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HARRIS LOAN & MORTGAGE CORP
Intercontinental Center, Suite 300
Eisenhower Expwy. at First Ave.
Maywood, Illinois 60158

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