

UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY FIRST SUBURBAN BANK
20900 S. WESTERN, OLYMPIA FIELDS, IL 60461

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

This Indenture, **WITNESSETH**, That the Grantor 24 181 430
Richard D. Wharton and Jacqueline S. Wharton
(married to each other)

of the Village of Sauk Village County of Cook and State of Illinois
for and in consideration of the sum of Eight thousand four hundred sixty-two and 52/100 Dollars
in hand paid, **CONVEY AND WARRANT** to The First Suburban Bank
of the Village of Olympia Fields County of Cook and State of Illinois
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 Village of Sauk Village County of Cook and State of Illinois, to-wit:
Lot 54 in Indian Hill Gardens First Addition of the North West quarter of
Section 36, Township 35 North, Range 14 East of the Third Principal Meridian,
according to the plat thereof recorded April 30, 1956 as document 16564130 in
Cook County, Illinois.

Hereby releasing and waiving all claims 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 Richard D. Wharton and Jacqueline S. Wharton
justly indebted upon their principal promissory note bearing even date herewith, payable
The sum of \$235.07 each month for 36 months.

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 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 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 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 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 the whole of said indebtedness, both 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 business had been 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 contract 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 proceeding, 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 and 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... County of the grantee, or of his refusal or failure to act, then... 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 4th day of August A. D. 19 77
Richard D. Wharton (SEAL)
Jacqueline S. Wharton (SEAL)

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RECORDS OF THE
COOK COUNTY CLERK

State of ILLINOIS
County of Cook

Milton Schafer
1977 NOV 7 AM 9 26
NOV--7-77 4 73 117 ° 24181430 - A - Rec

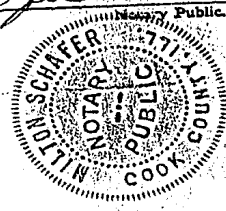
10.00

I, Milton Schafer,
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Richard D. Wharton and Jacqueline S. Wharton

personally known to me to be the same person whose names _____ subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that _____ 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 4th
day of August A. D. 1977

My Commission Expires Jan. 11, 1979



RETURN TO: First Suburban Bank of Olympia Fields
20900 South Western
Olympia Fields, Illinois 60461



24181430

Box No. _____
SECOND MORTGAGE
Trust Deed
TO _____



END OF RECORDED DOCUMENT