

# UNOFFICIAL COPY

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

24287351

This Indenture, WITNESSETH, That the Grantor  
William F. Lee & Aileen B. Carter

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Six Thousand and 00/100 Dollars

in hand paid, CONVEY AND WARRANT to William T. Giova

of the City of Elmhurst County of DuPage 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 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 City of Chicago County of Cook and State of Illinois, to-wit:

Lot 1 and North 1/2 of Lot 2 in Subdivision of South 1/2 of Lot 50 (except West 53 Feet) in School Trustee, Sub. in Section 16 Township 37 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. WHEREAS, The Grantor William F. Lee and Aileen B. Carter justly indebted upon their principal promissory note bearing even date herewith, payable 59 payments of \$118.47 each and a final payment of \$118.47 beginning on the 23rd of January, 1978 and continuing on the same day of each month until debtor's note is paid in full

10.00 E

THE GRANTOR, S 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 if his 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 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 settle affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor, S 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, 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 S that all expenses and disbursements paid or incurred in behalf of complainant in connection with foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts, and the whole title of said premises embracing foreclosure decree shall be paid by the grantor, S; 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, S. 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, preceding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until such expenses and disbursements and the costs of suit, including solicitor's fees have been paid. The grantor, S for said grantor, S and for the heirs, executors, administrators and assigns of said grantor, S 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, S or any party claiming under said grantor, S, 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 County of the grantee, or of his refusal or failure to act, then the County of Cook is hereby appointed to be the 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 the 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 7th day of Dec A. D. 1977  
This instrument prepared by: C. Linhart, Bank of Elmhurst, Elmhurst, Ill. (SEAL)  
William F. Lee (SEAL)  
Aileen B. Carter (SEAL)



BANK OF ELMHURST  
990 NO. YORK ROAD AT GRANL  
ELMHURST, ILL. 60126

24287351

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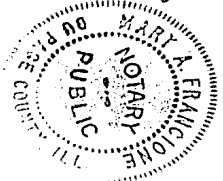
*Shirley R. Wilson*

RECORDING OFFICE  
COOK COUNTY, ILL.

1973 JAN 24 AM 10 05

State of Ill  
County of DePage

JAN-24-78 514413 • 24297351 • A — Rec 10.00



I, Mary A. Francione  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that

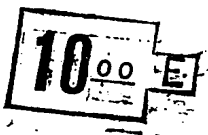
WM W. LEE & WILEEN CHATEL  
personally known to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 17<sup>th</sup>  
day of December A. D. 1977

Mary A. Francione  
Notary Public.

[Signature]  
Trustee

Property of Cook County Clerk's Office



24297351

Box No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_  
BANK OF ELMHURST  
990 NO. YORK ROAD AT GRAND  
ELMHURST, ILL. 60120  
Office

**END OF RECORDED DOCUMENT**