

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

GEORGE E. COLE\*  
LEGAL FORMS

24 365 024

THIS INDENTURE, WITNESSETH, That Patrick J. Joyce and Mary J. Joyce, his wife,

(hereinafter called the Grantor), of 15341 Sunset Ridge Dr., Orland Park, Illinois (No. and Street) (City) (State)

for and a consideration of the sum of Nine-thousand-Three-hundred-Sixty-and-00/100 Dollars in hand and CONVEYS AND WARRANTS to John H. Thode, Trustee of 15341 Dolphin Lake Drive, Homewood, Illinois (No. and Street) (City) (State)

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 appertaining thereto, together with all rents, issues and profits of said premises, situated in the City of Orland Park, County of Cook, and State of Illinois, to-wit:

Address of Property: 15341 Sunset Ridge

Lot 99 in Orland Park View Unit No. 2, being a subdivision in the West 1/4 of the Northeast 1/4 of Section 14, Township 36 North Range 12 East of the Third Principal Meridian.

Herby 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 Patrick J. Joyce and Mary J. Joyce, his wife their justly indebted upon,

To the order of Evergreen Plaza Bank, Evergreen Park, Illinois  
The sum of 9,360.00 (Nine-thousand-three-hundred-sixty-and-00/100  
Dollars, in one payment of 9360.00 due on July 10th, 1978

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 when due 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 to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies acceptable to the holder of the first mortgage indebtedness, with loss extra expense payable *pro rata* to the first trustee of Mortgage, and, second, to the Trustee herein as their interests may appear, which policies shall be left in remain with the said Mortgagors or trustee 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 remove 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 with interest thereon from the date of payment at eight 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 or 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 eight 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, outlays for documentary evidence, stenographer's charges, cost of procuring 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 action 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 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 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.

The name of a record owner is: Patrick J. Joyce and Mary J. Joyce his wife

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. Freeman 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, S and seal of the Grantor, this 30th day of January, 1978.

Patrick J. Joyce (SEAL)

Mary J. Joyce (SEAL)

This instrument was prepared by Diane Petrosius Evergreen Plaza Bank, Evergreen Park, Ill.  
(NAME AND ADDRESS)

# UNOFFICIAL COPY

RECON 1978 MAR 16 AM 9 30 PM 1978  
COOK CIRCUIT CLERK'S OFFICE

STATE OF Illinois MAR-16 ss. 26451 REC 10.00  
COUNTY OF Cook

I, Kenneth C. Schwarz, a Notary Public in and for said County, in the  
State aforesaid, DO HEREBY CERTIFY that Patrick H. Joyce and Mary J. Joyce, his wife

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
*[Signature]*  
Notary Public  
(Notary Seal Here)  
Commission Expires 7-28-60

10 00

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed

TO



END OF RECORDED DOCUMENT

24365024

GEORGE E. COLE  
LEGAL FORMS