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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25401861

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Thomas J. Rodgers & Mandy Rodgers

(hereinafter called the Grantor), of 315 N. Pine Avenue, Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Two thousand nine hundred fifty & 08/100 Dollars
in hand paid, CONVEY AND WARRANT to Austin Bank of Chicago

of 5645 W. Lake Street, Chicago 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 every thing 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:

and the South one-fifth of Lot 15
Lot 16 in Craft's Subdivision of the North 380.75 feet of
the west 1/2 of Block 2 in Frink's Resubdivision of the North
36 1/2 acres of the East 1/2 of the South East 1/4 of Section 8, &
the North 36 1/2 acres of the West 1/2 of the South West 1/4 of
Section 9, Township 39 North, Range 13 East of the Third
Principal Meridian in Cook County, Illinois.

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 Thomas J. Rodgers & Mandy Rodgers
justly indebted upon one principal promissory note bearing even date herewith, payable

in 24 equal monthly installments of One hundred twenty-two
& 92/100 dollars, beginning on the 18th day of April, 1980,
and continuing on the 18th day of each month thereafter, with
a final payment of the balance due on the 18th day of
March, 1982, or until paid in full.

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 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 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 time with interest thereon from the date of payment, at eight per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements of the whole or said indebtedness, including the 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 and expressed 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, orlays 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 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 the 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: Thomas J. Rodgers & Mandy Rodgers

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure of any then Chicago Title & Trust Company 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 S of the Grantor S this 8th day of March, 19 80.

Thomas J. Rodgers (SEAL)
Mandy Rodgers (SEAL)

This instrument was prepared by Don Wagner, 5645 W. Lake St., Chicago, IL 60644
(NAME AND ADDRESS)

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1980 MAR 25 PM 12 53

STATE OF Illinois)
COUNTY OF Cook)

MAR-25-80

SS 71461

25401000

10.00

I, Don Wagner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. & Mandy Rodgers

personally known to me to be the same persons whose names 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 8th day of March, 19 80.



Don Wagner
Notary Public



10-1052

BOX No.

SECOND MORTGAGE
Trust Deed

Thomas J. Rodgers & Mandy Rodgers
(his wife)

315 N Pine Ave
Chicago, Ill 60644

TO

Austin Bank of Chicago
5645 W. Lake St.
Chicago Ill 60644

v



GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT