

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) No. 202 NW 25529592

This Indenture, WITNESSETH, That the Grantor John Shutts & Pamela C. Phillips

of the city of S. Chgo. Hgt. County of Cook and State of Illinois
for and in consideration of the sum of \$7500.00 Dollars
in hand paid, CONVEY AND WARRANT to The Northern Trust Company
of the city of Chicago 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 fixture, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the city of S. Chgo. Hgt. County of Cook and State of Illinois, to-wit:

Lot 16 in Block 1 in sauk Trail Manor Second Addition, being a Subdivision of the south 660 feet of Lot 5 in Circuit Court Partition of the Northwest 1/4 of the Northeast 1/4 of Section 32, and the West half of the Northwest 1/4 of Section 33, (except Railroad) in Township 35 North, Range 14 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 John Shutts & Pamela C. Phillips justly indebted upon \$7500.00 principal promissory note bearing even date herewith, payable 60 X \$125.00

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein set forth 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 assesssments 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 to improve 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 or in his or her interest, may appear, which policies shall be left and remain with the said Mortgagees 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 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 grantor agrees to repay immediately without demand, and the same with interest 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 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 default at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if all of said indebtedness had then matured.

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 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 any decree that may be rendered in such foreclosure proceedings; which decree, whether decree of sale shall have been entered or not, shall not be dissolved, 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 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 person who shall then be the acting Recorder of Deeds 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 charge.

Witness the hand and seal of the grantor 26th day of June A. D. 19 80
This instrument prepared by: John Shutts (SEAL)
Pamela Shutts (SEAL)
Milton Schafer (SEAL)
1559 North Mannheim Road (SEAL)
Stone Park, Illinois 60165 (SEAL)

25529592

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1980 JUL 29 AM 10 48

State of Illinois }
County of Cook } ss.

RECORDED
COOK COUNTY

REC-2015 10/15/80

I, JUL-29-1980 3 6 54 8005829592 A - REC 10.15
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
John Shutts & Pamela C. Phillips

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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.

Done under my hand and Notarial Seal, this 28th
day of April A. D. 1980

Harry S. Phillips
Notary Public

My Commission Expires July 6, 1983



10⁰⁰ MAIL

25 529 592



MAIL TO
The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675
Attn: S. M. Vlasick-N-10

Box No. _____
SECOND MORTGAGE
Trust Deed

TO _____

END OF RECORDED DOCUMENT