

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

25535322

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Leslie Cooper and Peggy Cooper, his wife  
15246 8th Ave., Phoenix, IL 60426  
 (hereinafter called the Grantor), of the Village of Phoenix County of Cook  
 and State of Illinois for and in consideration of the sum of  
sixteen thousand nine hundred twenty-three & 48/100 Dollars  
 in hand paid, CONVEY AND WARRANT to Mutual Trust & Savings Bank, 16540 Halsted  
 of the City of Harvey County of Cook 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 fol-  
 lowing described real estate, with the improvements thereon, including all heating, air-conditioning, 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 Phoenix County of Cook and State of Illinois, to-wit:

Lot 29 in Block 6 in Masonic Addition to Harvey, a subdivision of Lots 3 and 4  
 in Ravensloot Resubdivision of Lots 2 to 7 and 15 in Subdivision of Section  
 16, Township 36 North, Range 14, East of the Third Principal Meridian, situated  
 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 s Leslie Cooper and Peggy Cooper, his wife  
their principal promissory note bearing even date herewith, payable  
 justly indebted upon

in 84 successive monthly installments of \$207.47 each, beginning on September 1, 1980  
 and thereafter on the same date of each subsequent month 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 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 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 clause attached payable pror, to the first Trustee or Mortgagee, and, secondarily to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee 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 pay such taxes or assessments, or discharge or pay 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 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 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 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 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.

IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, 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 s of the Grantor s this 31st day of July 19 80

Leslie Cooper Sr. (SEAL)  
Peggy Cooper (SEAL)

25535322

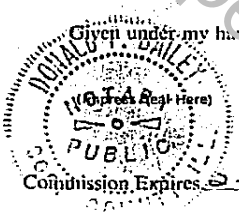
# UNOFFICIAL COPY

1980 AUG 4 AM 9 36

STATE OF Ill  
COUNTY OF Cook } SS. AUG-4-80 337269 25535322 - REC 10.00

I, DONALD P BAILEY a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leslie Cooper SR AND Peggy Ann Cooper

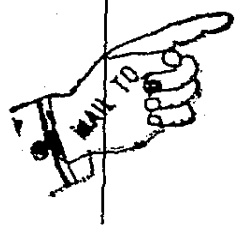
personally known to me to be the same persons whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ~~THE~~ signed, sealed and delivered the said instrument as ~~THEIR~~ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.



Given under my hand and notarial seal this 30<sup>th</sup> day of July, 1980.

Donald P. Bailey  
Notary Public

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
Leslie and Peggy Cooper  
15246 Eighth Ave., Phoenix, IL 60426  
TO  
Mutual Trust & Savings Bank  
16540 Halsted, Harvey, IL 60426



GEORGE E. COLE®  
LEGAL FORMS

25535322

**END OF RECORDED DOCUMENT**