

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

25120765

GEO E COLE & CO CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the GrantorS DONALD LOGAN and MARY LOGAN, his wife,

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

for and in consideration of the sum of Seven Thousand Nine Hundred Sixty Five Dollars in hand paid, CONVEY AND WARRANT to AMERICAN FINANCE CORPORATION

of the Village of Oak Lawn 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 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:

The South 32 feet 5 inches of the North 62 feet 5 inches of Lot 10 in Block 10 in Prescott's Subdivision of the East 1/2 of the Northwest 1/4 of Section 27, Township 38 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 S DONALD LOGAN and MARY LOGAN, his wife,

justly indebted upon a certain principal promissory note—bearing even date herewith, payable to American Finance Corporation in the principal sum of \$7,965

and payable as follows: \$135.00 on the 13th day of September, 1979 and \$135.00 on the 13th day of each month thereafter until said Note is fully paid, except that the final payment, if not sooner paid, shall be due on the 13th day of July, 1984.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 hereafter 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 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 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, 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... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at ten 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 demand, be immediately due and payable, and with interest thereon from time of such breach, at seven per cent. per annum, shall be recoverable by the holder 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 reasonable disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, costs of documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure proceedings—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 debt against said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether a bill of sale shall have been entered or not, shall not be dismissed, 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... 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 under 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 Cook County of the grantee, or of his refusal or failure to act, then its successors 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 7th day of August A. D. 19 79. M-A-I-L-J Donald Logan (SEAL)

Mary Logan (SEAL)

This Instrument Prepared By BARRY J. SCHMARAK, Attorney at Law 3445 West 111th Street Chicago, Illinois 60655 (SEAL)

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RECORDED FOR DEEDS
COOK COUNTY ILLINOIS

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AUG-28-79 655583 = 25120765 u A Rec

10.15

State of ILLINOIS
County of COOK } ss.

I, KATHLEEN BARD
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
DONALD LOGAN and MARY LOGAN, his wife

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 7th
day of August A. D. 1979

Kathleen Bard


Property of Cook County Clerk's Office 25120765

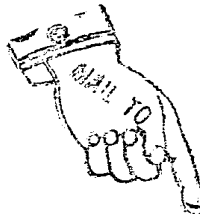
MAIL

Box No. _____

SECOND MORTGAGE

Trust Deed

TO



Mail to:

MATHIAS & SCHMARAK
Attorneys at Law
8445 W. 111th ST.
CHICAGO, ILLINOIS 60655

GEORGE COLE & COMPANY