

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25122613

GEORGE E. COLE*
LEGAL FORMS

A897872

THIS INDENTURE, WITNESSETH, That William G. Davis and Waverene His Wife
 (hereinafter called the Grantor), of 9125 S Bennett Chicago, Illinois
 (No. and Street) (City) (State)
 for and in consideration of the sum of Twenty Five Thousand, Four Hundred Fifty Three and 08/100 Dollars
 in hand paid, CONVEY AND WARRANT to John H. Rhode, Trustee
 of 18224 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 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 City
 of Chicago County of Cook and State of Illinois, to-wit:

Address of Property: 3423 W Ohio St.

Lot 58 in Brust's Subdivision of the West 165.33 feet of the block
 9 Harding's subdivision of the West 1/2 of the north east 1/4 of
 Section 11, Township 39 North Range 13 east of the third Principal
 Meridian, in Cook County Illinois

1000

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 William G. Davis and Waverene his wife
 justly indebted upon their principal promissory note bearing even date herewith, payable

To the order of Evergreen Plaza Bank the sum of Twenty Five Thousand,
 Four Hundred Fifty Three and 08/100 (25,453.08) Dollars in one payment
 due on the 15th day of October, 1979.

COOK COUNTY, ILLINOIS
 FILED FOR RECORD

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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 on 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 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, 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 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: William G. Davis and Waverene 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. Brennan of said County is hereby appointed to 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 and seal of the Grantor, S this 14th day of August, 19 79

William G. Davis (SEAL)
Waverene Davis (SEAL)

This instrument was prepared by Laura Lannan Evergreen Plaza Bank, Evergreen Park Illinois
 (NAME AND ADDRESS)

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Kenneth G. Schwarz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William G. Davis and Waverene his wife

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personally known to me to be the same person^s whose name^s 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.

Seen under my hand and notarial seal this 14th day of August, 19 79



Kenneth G. Schwarz
Notary Public

Commission Expires 7-28-84

BOX No. **BOX 533**

SECOND MORTGAGE
Trust Deed

TO

MAIL TO
E.V. COLE, BANK
9640 SOUTH WESTERN AVENUE
EVERGREEN PARK 42, ILLINOIS

B. A. Spinos
B. A. Spinos
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT