

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25162348

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Sophie Aird  
 (hereinafter called the Grantor), of 8125 Willow Dr Palos Hills Illinois  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of Thirty-six-thousand-three-hundred-seventy-six-and-80/100 Dollars  
 in hand paid, CONVEY AND WARRANT to John H. Thode, 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 Palos Hills County of Cook and State of Illinois, to-wit:

Address of property: 8125 Willow Drive Palos Hills

Unit no. 50 C, together with a perpetual and exclusive use of  
parking space and storage area designated as 50 C-GS, as delineated  
on survey of that part of the northeast quarter of section 23  
township 37 north, range 12 east of the third principal meridian

10<sup>00</sup>

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 Sophie Aird  
justly indebted upon her principal promissory note bearing even date herewith, payable

to the Evergreen Plaza Bank, Evergreen Park, Illinois the sum  
of Thirty-six-thousand-three-hundred-seventy-six-and-80/100  
(36,376.80) Dollars in 60 consecutive monthly installments as  
follows:

\$606.28 due on the 5th day of October, 1979 and a like  
sum due on the 5th day of each and every month until this  
note is fully paid.

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 be committed on 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 pro rata to the first Trustee of Mortgagee, and, secondarily, the Trustee herein as their interest may appear, which  
policies shall be left and remain with the said Mortgagee 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 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 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 the whole or 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 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 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 fore-  
closure hereof—including reasonable attorney's fees, costs for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting 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 fore-  
closure 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 claims 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 with-  
out notice to the Grantor, or the 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: Sophie Aird  
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,  
refusal or failure to act, Richard J. Brennan 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 and seal of the Grantor S this 4th day of September, 19 79.

Sophie Aird (SEAL)  
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(SEAL)

This instrument was prepared by Barbara A. Spanos, Evergreen Plaza Bank, Evergreen Park, Ill  
(NAME AND ADDRESS)

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