

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 September, 1975

25162352

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE, WITNESSETH, That James McCarthy and Janet McCarthy, his wife (hereinafter called the Grantor), of 10515 S. 81st Ct Palos Hills Illinois in hand paid, CONVEY AND WARRANT to John H. Thode, Trustee of 13224 Dolphin Lake Drive Homewood 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, air-conditioning, gas and plumbing apparatus and fixtures, and everything a lien thereon, 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:

A 897888

Lots 173 in Frank DeLugach's Wooded Hills, being a subdivision of the south half of the northeast quarter of section 14 township 37 north, range 12 east of the third principal meridian, in Cook County, Illinois

COOK COUNTY, ILLINOIS FILED FOR RECORD

RECORDED BY DEED

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SEP 25 '79 12 17 PM

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 James McCarthy and Janet McCarthy, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

to the order of Evergreen Plaza Bank, Evergreen Park, Illinois the sum of Twenty-two-thousand-nine-hundred-forty-four-and-60/100 Dollars (22,944.60) in 60 consecutive monthly installments as follows:

\$382.41 on the 30th day of August, 1979 and a like sum on the 30th day of each and every month thereafter until this note is fully paid.

10.00

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 grantor 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 pay such taxes or assessments, or discharge or purchase a 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 hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and 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, per 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 receiver is: James McCarthy and Janet McCarthy, 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 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, this 27th day of July, 1979.

James McCarthy (SEAL) Janet McCarthy (SEAL)

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

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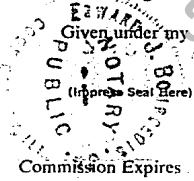
# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Edward J. Bourgeois, Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James McCarthy and Janet McCarthy, 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 27th day of July, 19 79



Edward J. Bourgeois, Jr.  
Notary Public

Commission Expires 12-15-81

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO

MAIL TO

EVERGREEN SAVINGS BANK  
9640 SOUTH EVERGREEN AVENUE  
EVERGREEN PARK, ILLINOIS  
B. H. SERRIUS

Box 533  
GEORGE E. COLE  
LEGAL FORMS

RECORDED DOCUMENT