

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) · NO. 202 NW

25273215

**This Indenture, WITNESSETH,** That the Grantor Robert Thomas and Emma L., his wife

of the city of Maywood County of Cook and State of Illinois

for and in consideration of the sum of Ten Thousand Four Hundred Thirty Two and 00/100 Dollars

has paid, **CONVEY AND WARRANT** to The Northern Trust Company's

of the city of Chicago 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 Maywood County of Cook and State of Illinois, to-wit:

The South 8 2/3 of Lot 12 and all of Lot 13 in Block "B" in The Subdivision of Lots 1, 2, 3, 30 and 31 in Block 36 and Lots 30 and 31 in Block 35 and Lots 25 and 26 in Block 22 in the Proviso Land Association Addition to Maywood in Section 10 Township 39 North, Range 12 East of the third principal meridian.

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 Robert Thomas and Emma L., his wife

justly indebted upon the holders of the installment note principal promissory note bearing even date herewith, payable in installments as follows:

One Hundred Twenty Four and 20/100 Dollars (\$124.20) due on the 16th day of December, 1979 and One Hundred Twenty Four and 20/100 Dollars (\$124.20) due on each month thereafter until said note is fully paid, except for principal and interest if not sooner paid, shall be due on the 16th day of November, 1986,

THE GRANTOR do covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein provided, 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 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 Mortgagee or Trustee until the indebtedness is fully paid; (6) to release 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, and the same with interest thereon from the date of payment at seven 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 of said indebtedness, including principal and 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 become due by express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing 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 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 waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose 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 County of the grantee, or of his 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 and seal of the grantor this day of A. D. 19

This instrument

prepared by:  
Milton Schäfer  
1559 North Mannheim Road  
Stone Park, Illinois 60165

Robert Thomas (SEAL)  
Emma L. Thomas (SEAL)  
(SEAL)  
(SEAL)

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*Harry S. Brand*

1979 DEC 7 PM 2 24

RECORDED BY DEEDS  
COOK COUNTY ILLINOIS

State of Illinois

County of Cook

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10.15

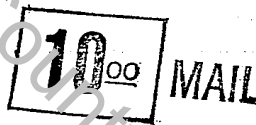
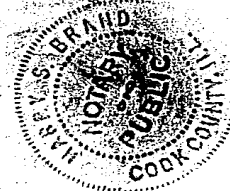
I, HARRY S. BRAND  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Robert Thomas and Emma L., his wife

personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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.

Witness under my hand and Notarial Seal, this 16<sup>th</sup>  
day of November A. D. 19 79

Harry S. Brand  
Notary Public.

My Commission Expires July 6<sup>th</sup>, 1983



Box No.

SECOND MORTGAGE

Trust Deed

TO

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60675  
Attn: S. M. Vlasick-N-10

25273215

END OF RECORDED DOCUMENT