

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25334478

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Lambert Ross and Juanita Ross, his wife
 (hereinafter called the Grantor), of 138 S. 11th Avenue Maywood Illinois
 (No. and Street) (City) (State)
 for and in consideration of the sum of (\$6,000.00) Six Thousand Dollars
 in hand paid, CONVEY - AND WARRANT - to Village of Maywood, Dept. of Community Development
 of 115 S. 5th Avenue Maywood Illinois
 (No. and Street) (City) (State)
 and to the 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 Village
 of Maywood County of Cook and State of Illinois, to-wit:

Lots 718 and 719 in Madison Street Addition, being a Subdivision
 of part of Section 10, Township 39 North, Range 12 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 Lambert Ross and Juanita Ross, his wife
 justly indebted upon one principal promissory note bearing even date herewith, payable

in 240 consecutive monthly installments, including both
 principal and interest, commencing with a payment of \$33.30
 on November 1st, 1978, and continuing in the amount of
 \$33.30 for 239 consecutive months thereafter, and ending
 with a payment of \$25.37 which shall be due on the first
 day of the 240th month

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 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 in 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 to insure, or pay taxes or assessments, or the prior incumbrance, 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 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; and 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, or any other 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
 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 rights 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 to 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: Lambert Ross and Juanita Ross, 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 Village of Maywood - Finance Department 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, seal and seal of the Grantor, this fifth (5th) day of October, 1978

Lambert Ross (SEAL)
Juanita Ross (SEAL)

This instrument was prepared by Sandra J. Sharp, Community Development Director
 (NAME AND ADDRESS) Village of Maywood
115 S. 5th Avenue
Maywood, IL. 60153

25334478

UNOFFICIAL COPY

1980 JAN 24 AM 10 45

JAN 24 1980 7 55 29 • 25334478 • A

STATE OF Illinois
COUNTY OF Cook ss.


I, Sandra J. Sharp, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lambert Ross and Juanita Ross, his wife

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 a 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 Fifth (5th) day of October, 19 78.

(Impress Seal Here)

MY COMMISSION EXPIRES OCT. 18, 1980
Commission Expires

Sandra J. Sharp
Notary Public




BOX No. _____
SECOND MORTGAGE
Trust Deed

MAIL TO
Sandra J. Sharp
Community Development Director

Village of Maywood
115 S. 5th Avenue
Maywood, IL. 60153

25334478
GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office