

# UNOFFICIAL COPY

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

25364499

This Indenture, WITNESSETH, That the Grantor Dennie Gregory and wife, Elizabeth

of the city of Blue Island County of Cook and State of Illinois

for and in consideration of the sum of Six Thousand Three Hundred Seven and Dollars

in hand paid, CONVEY AND WARRANT to The Northern Trust Company 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 Blue Island County of Cook and State of Illinois, to-wit:

Lot 1 in Block 5 in California Gardens in the North 1/2 of the Southwest 1/4 of Section 1 Township 36 North, Range 13 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 Dennis Gregory and wife, Elizabeth justly indebted upon the holders of the principal promissory note bearing even date herewith, payable in installments as follows:

One Hundred Five and 12/100 Dollars (\$105.12) due on the 12th day of March, 1980 and One Hundred Five and 12/100 Dollars (\$105.12) due on the 12th day of each month thereafter until said note is fully paid, except for principal and interest if not sooner paid, shall be due on the 12th day of February, 1985.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or 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 building 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 as to his interest; (6) that policies shall be let and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (7) 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 incumbrances or the interest thereon when due, the grantee or the holder of said incumbrances and the interest thereon from time to time; and all money so paid, the grantor agrees to repay immediately, on demand, and pay the same with interest thereon from the date of payment at seven 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 of said indebtedness, including principal and accrued 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 been due at such terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure 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 dissolved, 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 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 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 first successor in this trust; and if for any reason 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 Dennis Gregory (SEAL)

prepared by: Elizabeth Gregory (SEAL)

Milton Schäfer (SEAL)

1559 North Mannheim Road (SEAL)

Stone Park, Illinois 60165 (SEAL)

25364499

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1980 FEB 15 PM 2 28

State of Illinois  
County of Cook } ss.

I, FEB-15 1980 / [Signature] Notary Public 19.15

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
Dennie Gregory and wife, Elizabeth

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.

Was under my hand and Notarial Seal, this 17<sup>th</sup>  
day of February A. D. 19 80

[Signature]  
Notary Public.

My Commission Expires July 6, 1983



Property of Cook County Clerk's Office



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

TO

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

25364490

END OF RECORDED DOCUMENT