

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 September, 1975

25377783

GEORGE E. COLE LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Therese Marie Ashby - A widow (hereinafter called the Grantor), of 1604 Birch Dr. Berkeley Illinois (No. and Street) (City) (State)

for and in consideration of the sum of Forty Three Thousand Three Hundred Twenty Five dollars in hand paid, CONVEY AND WARRANT to Robert Thomas & Associates Trust of 2154 Arlington Heights Road Arlington Heights Ill 60004 (City) (State)

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 appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Berkeley County of Cook and State of Illinois, to-wit: Lot 2 in John E. Birch's Rest. of Cots 1 & 2 in Block 1 of Robertson and Young's Stratford, a sub. of the West 9.48 chains of the southeast 1/4 and the East 70 Rods of the southwest quarter of Sec. 7, T. 39 North, R. 12, East of the 3rd P.M. Lying North of Right of way of Chicago Great Western Railway formerly known as Minnesota and North Western Railroad and Dedication of public street or Road on said South west 1/4 of Sec. 7 West and Adjoining said East 70 Rods of said 1/4 Sec. in C.C.T.

Hereby releasing and waiving all rights under and by virtue of the home lead 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 Therese Marie Ashby justly indebted upon her principal promissory note bearing even date herewith, payable

① ONE single payment of \$3,325.00 due Sept. 1, 1980.

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 acceptable to the holder of the first mortgage indebtedness, with herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, which 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 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 so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon, 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 hereby.

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 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 and paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, and the costs of suit, including attorney's fees, 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 recorder is: Therese Marie Ashby County of the grantee, or of his resignation, refusal or failure to act when Recorder of Deeds of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor will or refuses 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 20 day of Feb. 1980

Therese Marie Ashby (SEAL)

(SEAL)

This instrument was prepared by R. D. Zomba 2154 Arlington Hts Rd. Arlington Heights Ill. 60004 (NAME AND ADDRESS)

25377783

UNOFFICIAL COPY

1980 FEB 29 PM 3 12

STATE OF ILLINOIS COUNTY OF COOK 25377783 - REC 10.15

I, Robert D. Zombo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Therese Marie Ashby

personally known to me to be the same person whose name she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and



and notarial seal this 28 day of Feb, 1980.

Robert D. Zombo  
Notary Public

18<sup>00</sup> MATE

25377783

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
TO  
MAIL TO:  
ROBERT THOMAS & ASSOCIATES  
215 N. Arlington Heights Rd.  
Arlington Heights, IL 60004



GEORGE E. COLE  
LEGAL FORMS

END OF RECORD TO