

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26529594

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That James M. Hewitt and Serena M. Hewitt, his wife,
 (hereinafter called the Grantor), of 20073 Crescent Avenue Lynwood Illinois 60438
 (No. and Street) (City) (State) (\$14,827.20)
 for and in consideration of the sum of FOURTEEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 20/100 Dollars
 in hand paid, CONVEY AND WARRANT to Timothy J. Eriks, Trustee,
 of 3115 Ridge Road Lansing Illinois 60438
 (No. and Street) (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 Lynwood County of Cook and State of Illinois, to-wit:

Lot 35 in Lynwood Terrace Unit No. 1, being a Subdivision of the East 1460 feet of the West 1710 feet of the South 1/2 of the South West 1/4 of Section 7, and the South 40 feet of the North 535 feet of the West 250 feet of the South 1/2 of the South West 1/4 of said Section 7, Township 35 North, Range 15, 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 s James M. Hewitt and Serena M. Hewitt, his wife,
 justly indebted upon one principal promissory note bearing even date herewith, payable

to the order of Timothy J. Eriks, Trustee, at the Bank of Lansing in the total amount of FOURTEEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 20/100 (\$14,827.20) DOLLARS, payable in 59 instalments of TWO HUNDRED FORTY-SEVEN AND 12/100 (\$247.12) DOLLARS, and a final payment of TWO HUNDRED FORTY-SEVEN AND 12/100 (\$247.12) DOLLARS on March 20, 1988, including interest of FOUR THOUSAND THREE HUNDRED EIGHTY-TWO AND 76/100 (\$4,382.76) DOLLARS, the first payment of said payments commencing on APRIL 20, 1983.

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 within 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 or improvements 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 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 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 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 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 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 here is: James M. Hewitt and Serena M. Hewitt, 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, or 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 hands and seals of the Grantors this 7th day of March 1983

This Instrument Prepared By
GARY J. IRWIN, Trust Officer
BANK OF LANSING
3115 RIDGE ROAD
LANSING, ILLINOIS 60438
 This instrument was prepared by _____
 (NAME AND ADDRESS)

James M. Hewitt (SEAL)
 James M. Hewitt
Serena M. Hewitt (SEAL)
 Serena M. Hewitt

26529594

UNOFFICIAL COPY

1983 MAR 9 AM 9 09

COOK COUNTY ILLINOIS

RECORDED *26529594*

STATE OF Illinois MAR--9 83 7 2 4 6 5 3 26529594 A - REC 10.00
COUNTY OF Cook SS.

I, Maralee J. Birge, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James M. Hewitt and Serena M. Hewitt, his wife,

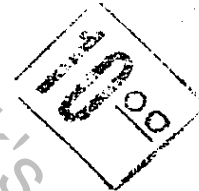
personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 7th day of March, 19 83.

(Impress Seal Here)

Maralee J. Birge
Notary Public

Commission Expires 8/28/85



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BOXING

SECOND MORTGAGE
Trust Deed

TO

BOX 371

GEORGE E. COLE
LEGAL FORMS