

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

26 586 923

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Harry Jack and Lillian K Jack, his wife  
 (hereinafter called the Grantor), of 1719 N 35th Avenue Stone Park, Illinois  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of Nine Thousand Three Hundred Ten and 68/100 Dollars  
 in hand paid, CONVEY AND WARRANT to Bank of Bellwood  
219 S Mannheim Rd, Bellwood, Illinois 60104  
 (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 Stone Park County of Cook and State of Illinois, to-wit:

A 93,218 W

lots 32 and 33 in Block 12 in H. O. Stone and Company's world fair addition,  
 a subdivision of part of Section 4, Township 39 North, Range 12, East of  
 the third principal meridian lying North and South of the Indian Boundry  
 line according to the plat thereof recorded January 21, 1929 as document  
 number 102249 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 Harry Jack and Lillian K Jack, his wife  
 justly indebted upon Their principal promissory note bearing even date herewith, payable

Payable on Demand plus accrued interest

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

*Seth J. Olson*

RECORDED

1983 APR 29 AM 10:37

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10.00

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 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 by 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 secondly to the Trustee hereinafter named; (6) interest may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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 indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or file affecting said premises or pay all prior incumbrances and 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 and 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, notary's fees for documentary evidence, stenographer's charges, cost of producing and completing abstract showing the whole title of said premises embracing foreclosure decrees—shall be paid by the Grantor; and that all expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, or 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 an application 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record keeper is:

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, Seth J. Olson of said County is hereby appointed to be the 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 20th day of April, 19 83

*Harry Jack* (SEAL)  
*Lillian K. Jack* (SEAL)

MAIL TO:

This instrument was prepared by P A Furford, Bank of Bellwood 219 S Mannheim Rd, Bellwood, Ill.  
(NAME AND ADDRESS)

BOX 533


26 586 923

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Paul A. Furford, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harry Jack and Lillian K Jack, his wife

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

Given in my hand and notarial seal this 20th day of April, 19 83  
  
Paula Furford  
Notary Public  
Commission Expires November 18, 1984

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
TO  
\_\_\_\_\_

GEORGE E. COLE  
LEGAL FORMS 876 988 023

**END OF RECORDED DOCUMENT**