

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26594541

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That GUS HARITOS and ELAINE N. HARITOS, his wife,
 (hereinafter called the Grantor), of 2907 Halifax Westchester, Illinois 60153
 (No. and Street) (City) (State)
 for and in consideration of the sum of SIX THOUSAND, ONE HUNDRED, SIXTY (\$6,160.00) Dollars
 in hand paid, CONVEY AND WARRANT to PAUL NELSON
 of 932 S. Grant, Hinsdale, Illinois 60521
 (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 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 Westchester County of Cook and State of Illinois, to-wit:

lot 21 in Walter S. Baltis Woodland View, a Subdivision
 in the South 1/2 of Section 29, Township 39 North, Range
 12 East of the Third Principal Meridian, According to the
 Plat thereof recorded with the Recorder of Deeds May 27,
 1977 as Document 23946284 and filed with the Registrar of
 Titles May 27, 1977 as Document LR 2940774 in Cook County,
 Illinois

commonly known as: 2907 Halifax
Westchester, IL 60153

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 GUS HARITOS and ELAINE N. HARITOS, his wife,
 justly indebted upon an installment ~~promissory note~~ bearing even date herewith, payable

to PAUL NELSON, monthly in arrears at the rate of \$54.06 per month,
 from June 1, 1983 to May 1, 1988, with a final balloon payment on
 May 1, 1988. The note bears interest at ten per cent per annum and
 is based on a thirty-year amortization. The monthly payment of \$54.06
 includes principal and interest.

The note can be prepaid at any time without penalty.

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, when due in each year, all taxes and assessments against said premises,
 and on demand to exhibit receipts therefor; (2) 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; (3) that waste to said premises shall not be
 committed or suffered; (4) 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 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 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 the rate of ten 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 its 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, delays for documentary evidence, stenographer's charges, cost of procuring a 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 deed 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 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: GUS HARITOS and ELAINE N. HARITOS

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 Paul Nelson 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.

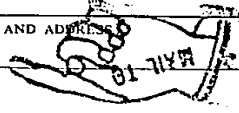
Witness the hand and seal of the Grantor this 1st day of May, 19 83

G. H. X. Gus Haritos (SEAL)

E. N. H. Elaine N. Haritos (SEAL)

This instrument was prepared by

ARIS F. YANIBAS (NAME AND ADDRESS)
 ATTORNEY AT LAW
 5526 N. Lincoln Ave.
 Chicago, Illinois 60625
 Telephone (312) 784-6663



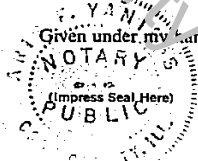
UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, ARIS F. YANIBAS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GUS HARITOS and ELAINE N. HARITOS, his wife,

personally known to me to be the same persons whose names 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 1st day of May, 1983



Aris F. Yanibas
Notary Public

Commission Expires 1-15-85

26594541

1983 MAY -5 PM 2:44 00000000 26594541-A-1000 1000

10⁰⁰



BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

ARIS F. YANIBAS
NOTARY PUBLIC
2020 N. Lincoln Ave.
Chicago, Illinois 60612
Telephone (312) 324-8087

15510000

GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT