

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26609678

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Kenneth J. Ward and Mary C. Ward, his wife,
(hereinafter called the Grantor), of 18125 Ridgeland Lansing, IL
(No. and Street) (City) (State)
for and in consideration of the sum of Seven Thousand One Hundred Three & 40/100 (\$7,103.40) Dollars
in hand paid, CONVEY AND WARRANT to Timothy J. Eriks, Trustee
of 3115 Ridge Road Lansing IL
(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 Lansing County of Cook and State of Illinois, to-wit:

Lot 25 in Weenstra's Subdivision of the East 1/2 of the South West 1/4 of the North
West 1/4 of Section 36, Township 36 North, Range 14, East of the Third Principal
Meridian, according to the plat thereof recorded October 27, 1941 as Document
12,782,244, 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. Kenneth J. Ward and Mary C. Ward, 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 Seven Thousand One Hundred Three and 40/100 (\$7,103.40) Dollars, payable in 59
instalments of One Hundred Eighteen and 39/100 (\$118.39) Dollars and a final payment
of One Hundred Eighteen and 39/100 (\$118.39) Dollars on May 25, 1988, including
interest of Two Thousand One Hundred Three and 40/100 (\$2,103.40) Dollars, the first
payment of said payments commencing on June 25, 1987.

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) not to waste said premises shall not be
committed or suffered; (5) to keep all buildings now or at any time on said premises in repair 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 so 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, 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 a rate per cent
per annum shall be so much additional indebtedness secured hereby.

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, 30 days for documentary evidence, stenographer's charges, cost of procuring or com-
pleting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the face
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 de-
gree 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 suit 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: Kenneth J. Ward and Mary C. Ward, 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, Gary J. Irwin 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, s. this 10th day of May, 1983

Kenneth J. Ward (SEAL)
Mary C. Ward (SEAL)

This instrument was prepared by GARY J. IRWIN (NAME AND ADDRESS)

Bank of Lansing
3115 RIDGE ROAD
LANSING, ILLINOIS 60438

UNOFFICIAL COPY

COOK COUNTY CLERK
FILED FOR RECORD

John A. Cole
CLERK OF COURT

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STATE OF ILLINOIS
COUNTY OF COOK

CLERK OF COURT

MAY 18 1983
MAY 10 1983 762198 26609678 4 A - Rec 10.00

I, Regina L. Kelsven, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth J. Ward and Mary C. Ward, 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 10th day of May, 1983.

Regina L. Kelsven
Notary Public



BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

BOX 371

GEORGE E. COLE
LEGAL FORMS

666-9998

END OF RECORDED DOCUMENT