

UNOFFICIAL COPY

GEORGE E. COLE*
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

26819509

THIS INDENTURE WITNESSETH, That Cliff Fairbanks
and Kathy Fairbanks-his wife
(hereinafter called the Grantor), of 3762 West
78th Street Chicago, Ill. 60652
(No. and Street) (City) (State)
for and in consideration of the sum of Six Thousand Three
Hundred Seventy Six Dollars & 20/100 Dollars
in hand paid CONVEY AND WARRANT to Ford City
Bank Trust Company
of 7601 South Cicero Ave. Chicago, Ill.
(No. and Street) (City) (State)

as Trustee, and their successors in trust hereinafter named, 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 County of COOK and State of Illinois, to-wit:

Above Space For Recorder's Use Only

Lot 23 in Block 38 Luert's Marquette Park Terrace, a resubdivision of Blocks 27-28-33-34-44-47 and 48 in Price's subdivision of the South West 1/4 of Section 26, Township 38 North, Range 13, 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 is justly indebted upon a principal promissory note bearing even date herewith, payable

In 60 Consecutive monthly payments of \$106.27 each, commencing November 10th, 1983, and maturing October 10th, 1988

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 or 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; (5) 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 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 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 14.54 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 of 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 the time of such breach at 14.54 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if aforesaid 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 document and evidence, stenographer's charges, cost of procuring or completing abstracts 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 decree that may be entered in such foreclosure proceedings; which proceedings, 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 their 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 owner is Cliff Fairbanks and Kathy Fairbanks-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, then Ford City Bank & Trust Company 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 of 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.

This trust deed is subject to _____

Witness the hand and seal of the Grantor this 7th day of October, 1983.

Please print or type name(s)
below signature(s)

Cliff Fairbanks (SEAL)
Cliff Fairbanks
Kathy Fairbanks (SEAL)
Kathy Fairbanks

This instrument was prepared by Ed Sweigard-7601 so. Cicero Ave. Chicago, Ill. 60652
(NAME AND ADDRESS)

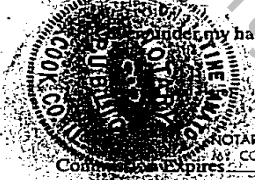
26819509

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Christine Amato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cliff Fairbanks and Kathy Fairbanks

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.

Witness my hand and official seal this 7th day of October, 1983.



Christine Amato
Notary Public

Property of Cook County Clerk's Office
26819509
OCT-13-83 839026 • 26819509 • A — Rec 10.20



BOX No. _____
SECOND MORTGAGE
Trust Deed
Cliff Fairbanks
Kathy Fairbanks TO
Ford City Bank and Trust Co.
3762 W. 78th Street
Chicago Illinois 60652
Mail to:
Chris Amato
Ford City Bank and Trust Co.
7601 S. Cicero
Chicago Illinois 60652

TO
GEORGE E. COLEMAN
LEGAL FORMS

END OF RECORDED DOCUMENT