

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26132898

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, that MAUREEN ANNE WHITE MILLER a/k/a MAUREEN MILLER (hereinafter called the Grantor), of 1009 S. Elmwood Oak Park Illinois in and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars in has paid CONVEY AND WARRANTS to JAMES K. JENKS II of 7941 W. Ogden Ave. Lyons Illinois and to his successor in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described 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 Oak Park County of Cook and State of Illinois, to-wit:

Lot 107 in South Ridgeland Depot Subdivision of part of Lot 6 in B. F. Jarvis Subdivision of Section 18, Township 39 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 MAUREEN ANNE WHITE MILLER a/k/a MAUREEN MILLER justly indebted upon a certain promissory note bearing even date herewith, payable On Demand, in the amount of THREE THOUSAND ONE HUNDRED FIFTEEN AND 72/100 (\$3,115.72) DOLLARS.

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 or more, 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 on said premises shall not be committed or suffered; (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; (6) the loss clause attached payable here, 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; (7) to pay all prior arrearages, and the interest thereon, at the time or times when the same shall become due and payable.

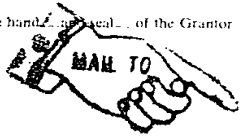
In the event of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when the grantee or the holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or 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 percent 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 time of such breach at eight percent 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 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 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 owner is: MAUREEN ANNE WHITE MILLER a/k/a MAUREEN MILLER County of the grantee, or of his resignation, of said County is hereby appointed to 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 January 19 82



Maureen Anne White Miller (SEAL)
Maureen Anne White Miller (SEAL)

This instrument was prepared by KEVIN D. MATZ, Attorney, 7941 W. Ogden, Lyons, Ill. 60534 (NAME AND ADDRESS)

26132898

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Kevin D. Matz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Maureen Anne White Miller, AKA
Maureen Miller

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument her 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 20th day of January, 1982.



Kevin D. Matz
Notary Public

FEB-3 '82 576552 26132898 10.00

10⁰⁰

BOX No. _____
SECOND MORTGAGE
Trust Deed
MAUREEN ANNE WHITE MILLER
TO
JAMES K. JENKS II

26132898

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT