

GEORGE E. COLE
LEGAL FORMS

FORM NO. 2202
April, 1980

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

110460

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

THIS INSTRUMENT WITNESSETH That WALTER HARRIS, JR.
and BERTHA HARRIS, his wife
(hereinafter called the Grantor), of
1341 W. 110th Place Chicago Illinois
(City and Street) (City) (State)
for and in consideration of the sum of Five Thousand Five
Hundred Forty One and no/100
in hand paid, CONVEY AND WARRANT to FIRST AMERICAN
MORTGAGE COMPANY
of 1211 W. 22nd St., Suite 512 Oak Brook,
(City and Street) (City) (State)

26133156

Above Space For Recorder's Use Only

as Trustee, and to his 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:
Lot 17 in Block 15 in Miller's Subdivision of Blocks 15 and 16 in Streets Subdivision of the East 1/2 of the South West 1/4 of Section 17, Township 37 North, Range 14 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 _____ principal promissory note bearing even date herewith, payable

Principal amount of \$5,541.00 is payable as follows, interest only:
February 11, 1982 to January 11, 1984 - \$151.37
Final payment in the amount of \$5,541.00 is due January 11, 1984.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, when 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) 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 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 (a) to the first Trustee or Mortgagee or Trustee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with 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 file affirmative said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to reimburse immediately without demand, and the same with interest thereon from the date of payment at _____ 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 time of such breach at _____ 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, 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 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 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 said premises.

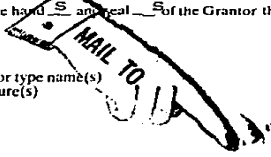
The name of a record owner is _____
IN THE EVENT of the death or removal from said DuPage County of the grantee, or of his resignation, refusal or failure to act, then _____ of said County is hereby appointed to be first successor in this trust;

and if for any 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 S and seal of the Grantor this 11th day of January, 1982
Bertha Harris (SEAL)
WALTER HARRIS, JR.
Walter Harris Jr (SEAL)
BERTHA HARRIS

This instrument was prepared by James R. Hannon, 1211 W. 22nd St., Suite 512, Oak Brook, IL 60521
(NAME AND ADDRESS)



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UNOFFICIAL COPY

1982 FEB 3 11:12 AM

STATE OF Illinois FEB-3-82 576822 26133156 10.20
COUNTY OF DePue SS.

James R. Ham a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter Harris, Jr and Brother

sons 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 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 official seal this 11 day of January, 1982

(Impress Seal Here)

James R. Ham
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES FEBRUARY 10, 1983
ISSUED FEBRUARY 10, 1982

26133156



26133156

BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT