

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202

26228049

THIS INDENTURE, WITNESSETH, That the Grantors, Chester Vandergriff & Barbara Vandergriff his wife

of the Village of Melrose Park County of Cook and State of Illinois

for and in consideration of the sum of \_\_\_\_\_ Dollars in hand paid, CONVEY AND WARRANT to \_\_\_\_\_

of the Village of Elmwood Pk. County of Cook and State of Illinois

Trustee, and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village of Melrose Park County of Cook and State of Illinois, to-wit:

That part of the West half of the West half of the South East quarter of Section 29, Township 40 North East of the Third Principal Meridian, bounded by the following described line: Commencing at the center of said Section 29 and running thence South 1100.88 feet along the quarter section line and thence East 120 Feet along a line parallel with the South Line of said Section 29 for a place of beginning; thence South 220 feet along a line parallel with the aforesaid quarter section line to the center line of public road 66 feet in width known as Wrightwood Avenue, thence East 60 Feet along center line of Wrightwood Avenue; Thence North 220 feet along a line parallel with aforesaid quarter section line; thence West 60 Feet to the point of beginning, 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 Grantors are justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable **(8,574.60)**

Eight Thousand Five Hundred Seventy Four & 60/100 ---payable in 60 successive monthly installments of One Hundred Forty Two & 91/100 (142.91) commencing the 20 day of May 1987 and due and payable the 20th day of each month thereafter until paid

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 and 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 premises 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 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 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, 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 grantors agree to repay immediately without cost, and the same with interest thereon from the date of payment at seven 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 seven 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 grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof— including reasonable solicitor'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 grantors; 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 grantors. 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors for said grantors and for the heirs, executors, administrators and assigns of said grantors waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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 said grantors, or to any party claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

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 any like cause said first successor fail or refuse to act, the person who shall then be the acting Record 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

THIS TRUST DEED IS SUBJECT TO \_\_\_\_\_

Witness the hands and seals of the grantors this 13 day of April 1982

This document prepared by  
Marie Madormo  
Midwest Bank & Trust  
1606 N. Harlem  
Elmwood Pk, Ill. 60635

*Chester Vandergriff* (SEAL)  
*Barbara Vandergriff* (SEAL)



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1982 MAY 13 AM 9 44

STATE OF Illinois COUNTY OF Cook SS. MAY 13 82 6 09 420 26228049 10.00

I, Catherine McMahon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chester Vandergriff & Barbara Vandergriff 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.

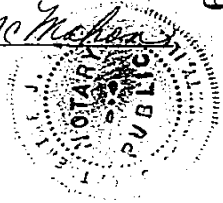
Given under my hand and notarial seal this 13 day of April, 19 82

(Impress Seal Here)

Catherine J McMahon  
Notary Public

Commission Expires 3/19/86

26228049



SECOND MORTGAGE

Trust Deed

TO

26228049

RECORDED FROM CADSWALLOES & COMPANY, INC., CHICAGO, ILL.

END OF RECORDED DOCUMENT