

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JULY, 1973

27411825

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Mount Greenwood Bank ^{not personally but} ~~as Trustee~~ under Trust dated 1/20/76 and known as Trust #5-0046 (hereinafter called the Grantor), of 3052 West 111th Street Chicago Illinois (No. and Street) (City) (State)

for and in consideration of the sum of Ten and 00/100 Dollars in hand paid, CONVEY S AND WARRANT S to MORRIS G. SAEKS of 12 Wild Cherry Lane Palos Park Illinois (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 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 Palos Park County of Cook and State of Illinois, to-wit:

Lot 12 in County Hill being a Resubdivision of part of Lots 7 & 8 in John M. Powell's Subdivision of the Southeast 1/4 of Section 28, Township 37 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

This contract is executed by Mount Greenwood Bank, as Trustee upon the express understanding that it enters into the same not personally but only as trustee and that no personal liability is assumed by nor shall be asserted or enforced against the MOUNT GREENWOOD BANK because of its account of executing this contract or of anything herein contained, all such liability, if any, being expressly waived by the vendee; nor shall the MOUNT GREENWOOD BANK be held personally liable upon or in consequence of any of the covenants of this contract, either expressed or implied, and no duty shall rest upon the Mount Greenwood Bank to sequester the trust property on the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof.

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 Mount Greenwood Bank, Harry Schauer, beneficiary of Mount Greenwood Bank Trust No. 5-0046, a principal promissory note bearing even date herewith, payable

in monthly interest installments of \$299.25 at the rate of 12% per annum, said note maturing on the 16th day of January, 1987, or on sale of above premises.

1/17/85
DATE
SECRETARY
Harry Schauer
SECRETARY

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, herein and in said note or 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 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 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 pay 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 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 Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, or days 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 rights 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 Mount Greenwood Bank as Trustee u/t dated 1/20/76 known as #5-0046 IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, Harry Schauer 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 this 16 day of January, 1985
Mount Greenwood Bank as Trustee u/t/a
dtd. 1/20/76 & known as Tr. #5-0046,
By: Harry Schauer (SEAL)
Harry Schauer (SEAL)
Beneficiary of Tr. No. 5-0046
Beneficiary of Tr. #5-0046
Attest: Thomas A. Brown
This instrument was prepared by
Thomas A. Brown, Attorney, 200 S. Harlem Ave., Palos Heights, IL 60463
312-361-3434

MAIL TO

27411825



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STATE OF ILLINOIS }
COUNTY OF COOK }

ss.

I, the undersigned
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that R. J. Alexander

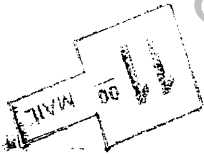
Vice-President of Mount Greenwood Bank, and
Barbara J. Ralson Assistant Trust Officer of said

Bank, who are personally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument as such Vice-President, and Assistant Trust Officer,
respectively, appeared before me this day in person and acknowledged that they signed
and delivered the said instrument as their own free and voluntary act and as the free
and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes
therein set forth; and the said Assistant Trust Officer, then and there acknowledged
that she as custodian of the corporate seal of said Bank, did affix the corporate
seal of said Bank to said instrument as her own free and voluntary act and
as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and
purposes therein set forth.

GIVEN under my hand and notarial seal, this 16th
day of January A.D. 19 84

Shelley Jean Hermann
Notary Public

Commission Expires 8-87



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11.30 27411825 A - 11 11.30

BOX No.
SECOND MORTGAGE
Trust Deed

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GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT