

UNOFFICIAL COPY

27468540

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor RONALD AYERS and ANN AYERS, his wife

of the Village of Markham County of Cook and State of Illinois
for and in consideration of the sum of Sixteen thousand seven hundred eighty-nine and 08/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee

of the City of Chicago County of Cook and State of Illinois
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, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the Village of Markham County of Cook and State of Illinois, to-wit:
Lot 33 (Except the South 20 feet) all of Lot 34 and Lot 35 (Except the North 10 feet) in Block 17 in Croissant Park Markham a Subdivision of Lot (Except the North 15.61 feet thereof) Also all of Lots 3, 4, 5 and 6 in Lowe Subdivision of the South 1/2 of the South East 1/4 of Section 19, Township 36 North, Range 14, East of the Third Principal Meridian also that part of the South West 1/4 of the South West 1/4 of Section 20, Township 36 North, Range 14, East of the Third Principal Meridian lying West and North West of the Rights of Way of the Illinois Central Railroad, in Cook County, Illinois, commonly known as 16532 Park Avenue, Markham, Illinois.
Real Estate Index No. 49-20-306-074 M

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 RONALD AYERS and ANN AYERS, his wife their principal promissory note, bearing even date herewith, payable to STONE CONSTRUCTION CO. and assigned to Northwest National Bank for the sum of Sixteen thousand seven hundred eighty-nine and 08/100 dollars (\$16,789.08) payable in 84 successive monthly instalments each of 199.87 due on the note commencing on the 13th day of April 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 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 less clause attached payable first, to the 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 the prior incumbrances or the interest thereon when due, the grantor, 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 agree 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 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 complainant in connection with the foreclosure hereof including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing all prior decrees 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor or to any party claiming under said 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.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Thomas S. Larsen 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 27th day of February A. D. 19 85

Ronald Ayers (SEAL)
Ann Ayers (SEAL)

27468540

27468540

State of Illinois }
County of Cook } 155.

I, _____
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that RONALD AYERS and ANN AYERS,
his wife

_____ 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.

Given under my hand and Notarial Seal, this 27th
day of February A. D. 19 85

[Signature]
Notary Public.

Property of Cook County Clerk's Office

15-805 08440 27468540 A - 11 11.00

8 MAR 85 10: 53

11.00

27468540

Box No. 246

SECOND MORTGAGE
Trust Deed

RONALD AYERS and
ANN AYERS, his wife
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Robert E. Nowicki
Northwest National Bank
3985 N. Milwaukee Avenue
Chicago, Illinois 60641

END OF RECORDED DOCUMENT