

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
April, 1980

THIS INDENTURE WITNESSETH, That Walter J. Jarvis
and Bettye L. Jarvis (his wife)
(hereinafter called the Grantor), of
2400 N. Maple Franklin Park Illinois 60131
(No. and Street) (City) (State)

for and in consideration of the sum of FOUR THOUSAND NINE HUNDRED
NINETY SEVEN AND 88/100 Dollars

in hand paid, CONVEY AND WARRANT to
MIDWEST BANK and TRUST COMPANY
of 1606 N. Harlem Ave., Elmwood Park, Illinois 60635
(No. and Street) (City) (State)

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:

27150111

Above Space For Recorder's Use Only

The South Half of Lots 14, 15, 16, 17, and 18 in Block 26 in
Walter G. McInosh and Company's River Park Addition, Being a Subdivision
of part of Fractional Sections 27 and 34, Township 40 North, Range 12, East
of the Third Principal Meridian, according to the plat thereof recorded
June 15, 1925, as document 8944974, in Cook County, Illinois.

27150111

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 said principal promissory note bearing even date herewith, payable in 36
monthly installments of \$ 138.83 each, beginning on July 25, 19 84 and continuing
on the same day of each successive month thereafter until Debtor's note is paid in full.

Proceeds of loan are \$4,000.00

maturity date is 6/25/87

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, 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 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 Grantor agrees to repay immediately without demand and the same with interest thereon from the date of payment at 15.00 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 to time of such breach at 16.00 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 thereof - 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: Walter J. Jarvis, and Bettye L. Jarvis (his wife)

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

Recorder of Deeds 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 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 existing 1st. Mortgage

Witness the hand and seal of the Grantor this 22nd day of June, 19 84

Please print or type name(s)
below signature(s)
Diana St. Marie
Midwest Bank & Trust
1606 N. Harlem Ave.
Elmwood Park, Il.

Walter J. Jarvis (SEAL)
Walter J. Jarvis

Bettye L. Jarvis (SEAL)
Bettye L. Jarvis

This instrument was prepared by Marie Madorno, 1606 N. Harlem Elmwood Park, Illinois 60635
(NAME AND ADDRESS)

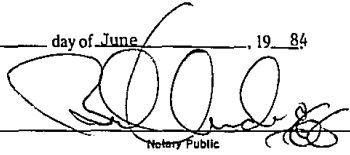
STATE OF Illinois)
COUNTY OF Cook) ss.

I, Barbara Vandergriff a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter J. Jarvis and Bettye L. Jarvis

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 official seal this 22nd day of June, 19 84

(Impress Seal Here)


Notary Public

Commission Expires 3-5-85

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23 JUN 04 9 41



BOX No. _____
SECOND MORTGAGE
Trust Deed
MIDWEST BANK and TRUST COMPANY
Elmwood Park, Illinois
TO



MAIL TO:
MIDWEST BANK and TRUST COMPANY
1606 N. Harlem Ave.
Elmwood Park, Illinois 60635

27150111
Record from ILLIANA FINANCIAL

END OF RECORDED DOCUMENT