

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202

27 176 618

BFC Forms Service, Inc.

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A# 937450

THIS INDENTURE, WITNESSETH, That John Marlowe, a bachelor  
 (hereinafter called the Grantor), of 3436 Emerson, Franklin Park, Illinois  
 (No. and Street) (City) (State)  
 for and in consideration of the sum of ---Forty-two thousand and no/100 (\$42,000.00) Dollars  
 in hand paid, CONVEY S. AND WARRANTS to Bank of the North Shore  
 of Northbrook Court, Northbrook, Illinois 60062  
 (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 fol-  
 lowing 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 city  
 of Franklin Park County of Cook and State of Illinois, to-wit:  
 Parcel 1: The South Half of Lot 6 and Lot 7 in Block 7 in Third Addition to Franklin  
 Park in Sections 21 and 28, Township 40 North, Range 12, East of the Third  
 Principal Meridian in Cook County, Illinois.  
 Parcel 2: The North 1 foot of Lot 8 in Block 7 in Third Addition to Franklin Park in  
 Sections 21 and 28, Township 40 North, Range 12, East of the Third Principal  
 Meridian in Cook County, Illinois.  
 Property commonly known as: 3436 Emerson, Franklin Park, IL

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 John Marlowe, a bachelor, is  
justly indebted upon one principal promissory note bearing even date herewith, payable  
to Bearer and payable at Bank of the North Shore, Northbrook, Illinois. Said Note is  
executed by American National Bank, as Trustee under a Trust Agreement dated June 12,  
1984 and known as Trust No. 61332 and executed by John Marlowe, as co-maker. The lien  
of this Trust Deed Second Mortgage is given as additional collateral security for said note.

COOK COUNTY, ILLINOIS  
RECORDED

1984 JUL 18 AM 10: 25

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10.00

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 date of destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) to cause 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; (5) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (6) to pay all prior incumbrances.

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 eight 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 or 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 eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, in 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, and 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 other 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 proceeds 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 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: John Marlowe, a bachelor  
IN THE EVENT of the death or removal from said \_\_\_\_\_ 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 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 29th day of June, 1984

x John Marlowe (SEAL)  
John Marlowe (SEAL)

This instrument was prepared by Veronica S. West, Vice President, Bank of the North Shore  
(NAME AND ADDRESS) Northbrook, IL 60062

27 176 618

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Marshall F. Wendlin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Marlowe, a bachelor

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 he signed, sealed and delivered the said instrument as his 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 29th day of June, 19 84.

(Impress Seal Here)

Marshall F. Wendlin  
Notary Public

Commission Expires 12/14/84

27 176 618

BOX No. 207 333

SECOND MORTGAGE  
**Trust Deed**

John Marlowe

TO

Bank of the North Shore  
NORTHBROOK COURT  
Northbrook, IL 60062

Mail to: Bank of the North Shore  
Northbrook Court  
Northbrook, IL 60062

**END OF RECORDED DOCUMENT**