

GEORGE E. COLE\*  
LEGAL FORMS

FORM NO. 2202  
April, 1980

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH That Mark E. Noller  
A Bachelor

11840 South Hamlin Garden Homes, Ill. 60658  
(No. and Street) (City) (State)

for and in consideration of the sum of Thirteen Thousand  
Four Hundred Seventy Seven Dollars & 80/100 Dollars

in hand paid, CONVEY AND WARRANT to  
Ford City Bank & Trust Company  
of 7601 So. Cicero Ave. Chicago, Ill.  
(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:

Lot 5 in Block 12 in Arthur T. McIntosh and Company's Garden Homes Subdivision, being a Subdivision of the South West Quarter of the South West Quarter and the South East Quarter of the South West Quarter (except the South 7.79 Chains thereof) in Section 23, Township 37 North, Range 13, East of the Third Principal Meridian, 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 Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable

In 60 consecutive monthly installments of \$224.63 each,

commencing Nov. 25th, 1984 and maturing Oct. 25th, 1989.

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, 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 loss clause attached payable 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 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 4.54 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 14.54 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if no such 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, outlays for documents, evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release therefrom 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 said premises.

MARK E. NOLLER A BACHELOR

The name of a record owner for Ford City Bank & Trust Company County of the grantee, or of his resignation, refusal or failure to act, then

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 \_\_\_\_\_

Witness the hand and seal of the Grantor this 19th day of Oct., 19 84

Mark E. Noller (SEAL)

Please print or type name(s) below signature(s) Mark E. Noller (SEAL)

This instrument was prepared by Ed Sweigard 7601 So. Cicero Ave. Chicago, Ill. 60652 (NAME AND ADDRESS)

27309530

27309530

Property of Cook County, Illinois  
MORTGAGE

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Christine Amato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark E. Noller, 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 official seal this 19th day of October, 1984.

(Imprint Seal Here)

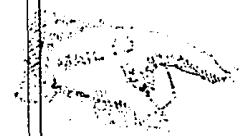
*Christine Amato*  
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUNE 1 1987  
Commission Expires ISSUED BY ILLINOIS NOTARY ASSOC.

91 OCT 28 100  
OCT 25 1984 973  
27309530 A - PER 10.20

10<sup>00</sup> MAIL

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
Mark E. Noller, a bachelor  
TO  
FORD CITY BANK & TRUST CO.



MAIL TO:  
FORD CITY BANK & TRUST CO.  
ATT: C. SWATKOWSKI  
7601 S. Cicero Ave.  
Chicago, Illinois 60652  
**27309530**  
GEORGE E. COLE®  
LEGAL FORMS

**END OF RECORDED DOCUMENT**