

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2202  
April 1980  
ILLINOIS  
FILED FOR RECORD

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

1984 NOV 19 PM 1:08

27340696

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

THIS INDENTURE WITNESSETH, That Ford City Bank and Trust Co. A/T/U Trust #3892

27 340 696

(hereinafter called the Grantor), of 7601 South Cicero Chicago Illinois

10<sup>00</sup>

for and in consideration of the sum of Twenty thousand four hundred twenty-one and 65/100 Dollars

in hand paid, CONVEY AND WARRANT to Ford City Bank and Trust Co.

of 7601 South Cicero Chicago Illinois

Above Space For Recorder's Use Only

as Trustee, and 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: Parcel 1: Lot 6 in Oak Tree Subdivision of Part of the East 1/2 of the East 1/2 of Section 13, Township 37 North, Range 12, East of the third principal meridian, in Cook County, Illinois. Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 as defined and set forth in Declaration of Covenants, Restrictions and Easements dated October 10, 1977 and recorded November 4, 1977 as document 24180501 and as created by deed from Ford City Bank and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated 1/18/77 known as Trust #1752 to Nancy Atpagos dated 11/6/78 and recorded 4/4/78 as document #24904184 for Ingress & Egress, all in Cook County, Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith, payable Monthly installments beginning December 1, 1984 in the amount of \$271.96 and continuing for 34 successive months with a final payment of outstanding principal balance due plus interest on the 1st day of November 1987, with interest computed at 14% per annum and a penalty rate of 17% per annum.

THIS TRUST COVERS ALL SUBSEQUENT RENEWALS OF THE FOREMENTIONED NOTE.

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 repair 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 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 lien 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 14.0 per cent per annum shall be deemed an 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 accrued 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 17.0 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, outlays for document preparation, 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 proceedings, 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 Ford City Bank and Trust Co. A/T/U Trust #3892

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 Ford City Bank and Trust Co. 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 First mortgage of record

Witness the hand and seal of the Grantor this 25th day of October, 1984.

Exoneration provision restricting any liability of the Ford City Bank and Trust Co. stamped on the reverse side hereof, is hereby expressly made a part hereof.  
FORD CITY BANK AND TRUST CO. A/T/U TRUST #3892 (SEAL)  
BY: Catherine M. Collier Trust Officer  
ATTEST: Catherine M. Collier (SEAL) Asst. Cashier

This instrument was prepared by Edward C. Sweigard, 7601 South Cicero, Chicago, Illinois (NAME AND ADDRESS)

A 93887 DF 0

27 340 696

Property of Cook County Office

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 Stella B. Kruder

of FORD CITY BANK AND TRUST CO. and  
Catherine M. Collar

of said Bank, who are personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such ~~Assistant Cashier & Trust Officer~~ 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 ~~President & Cashier~~ Cashier, 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 2nd  
day of November A.D. 19 84.

*Sandra P. Russell*  
Notary Public.

27 340 696

UNOFFICIAL COPY

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

(Impress Seal Here)

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_

27 340 696

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
Trust Deed  
THIS INSTRUMENT is executed by the Ford City Bank as Trustee as shown in the content of the instrument and is hereby warranted that it is correct in all respects and is a true and correct copy of the original instrument as recorded in the office of the Recorder of Deeds and Trust Co. of Cook County, Illinois, and it is expressly understood and agreed that the said instrument shall be considered as correct in all respects and is a true and correct copy of the original instrument as recorded in the office of the Recorder of Deeds and Trust Co. of Cook County, Illinois.

Return to:  
Sheri Beck  
Ford City Bank  
7601 S. Cicero  
Chicago, IL 60652

RECORDERS BOX 333

GEORGE E. COLE®  
LEGAL FORMS

END OF RECORDED DOCUMENT