

UNOFFICIAL COPY

RECEIVED IN BAL CONDITION

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

27 353 119

GEORGE E. COLE
LEGAL FORMS

TRT # 16 999 BK

THIS INDENTURE, WITNESSETH, That JIMMY C. TERRY, divorced and not since remarried, and
DEBORAH D. TERRY, divorced and not since remarried
(hereinafter called the Grantor), of 17711 Springfield, Country Club Hills, Illinois, (City) (State)

for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars
in hand paid, CONVEY AND WARRANT to KURT CONE
of 17804 Halsted Street, Homewood, Illinois (City) (State)

and 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 Village
of Homewood County of Cook and State of Illinois, to-wit:

(see legal description attached hereto which is, by this reference,
incorporated herein and made a part hereof)

commonly known as 17711 Springfield Street, Country Club Hills, Illinois

THIS INSTRUMENT WAS PREPARED BY:
Thomas S. Eisner
16333 South Halsted Street
Harvey, IL 60426

11.00

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-Grantee is owed 9,000.00 pursuant to an installment agreement for*
justly indebted upon principal promissory note bearing even date herewith, payable
*warranty deed for the sale of the Premises by the grantor herein and will release his
interest to the premises pursuant to this Trust Deed, upon satisfaction in full of the
entire amount owed him pursuant to the installment agreement for warranty deed.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1984 NOV 29 AM 10:12

27353119

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, 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, and 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 the interests may appear, which
policies shall be left and remain with the said Mortgagee 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 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, 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 fore-
closure hereof—including reasonable attorney's fees, and for documentary evidence, stenographer's charges, cost of procuring or com-
pleting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the fees
and disbursements, occasioned by any suit 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 dec-
ree 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 rights of 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 with-
out 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: JIMMY C. TERRY

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
refusal or failure to act, JANICE CONE 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 17th day of November, 1984

Mail to:
Thos. S. Eisner
P.O. Box 1559
Harvey, Ill. 60426
This instrument was prepared by _____ (NAME AND ADDRESS)

(NAME AND ADDRESS)

27 353 119

MAIL TO

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Sue A. Lange, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JIMMY C. TERRY, divorced and not since remarried, and DEBORAH J. TERRY, divorced and not since remarried, 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 notarial seal this 17th day of Nov., 19 84.

(Impress Seal Here)

Sue A. Lange
Notary Public

Commission Expires June 23, 1987

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

27
53
119

GEORGE E. COLE'S
LEGAL FORMS

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

LEGAL DESCRIPTION

17711 Springfield
Country Club Hills, Illinois

Lot 297 in Block 27 in Winston Park Unit 5, being a Subdivision of part of the Northwest 1/4 and also the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, in the City of Country Club Hills, Cook County, Illinois, according to the plat thereof recorded in Cook County Recorder's Office as document 21810812 on February 17, 1972 and filed in the Office of the Registrar of Titles in Cook County, Illinois, on January 26, 1972 as Document 2604946 and Certificate of Correction registered on September 6, 1972 as Document 2646492, in Cook County, Illinois

Property of Cook County Clerk's Office

27 353 119

END OF RECORDED DOCUMENT