

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

FORM NO. 2202
April, 1980

85047192

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THIS INDENTURE WITNESSETH That Richard R. McIntire and wife Chevon T. McIntire, as joint tenants (hereinafter called the Grantor), of 15115 Lacrosse Ave. Oak Forest Ill. 60452 (City) (State)

for and in consideration of the sum of Five Thousand Five Hundred and 0/100 Dollars

in hand paid, CONVEY S AND WARRANT S to GO F MILL STATE BANK of 9101 Greenwood Ave Niles, Illinois 60648 (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:

Area Space For Recorder's Use Only

Lot 18 in Arthur T. McIntosh and Company's Forest Hills, being a subdivision of part of the Northeast 1/4 of Section 16, Township 36 North, Range 13. East of the Third Principal Meridian, as per plat recorded October 3, 1940 as document 12556519 and recorded January 31, 1941 as document 12616589, in Cook County, Illinois.

Property Commonly Known As: 15115 Lacrosse Ave., Oak Forest, Ill.
Permanent Tax No. #28-16-215-002.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law 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 GO F principal promissory note bearing even date herewith, payable in 60 monthly installments of \$ 138.17 each, beginning on June 28, 19 85 and continuing on the same day of each successive month thereafter until the note is paid in full.

completion date as indicated on the Completion Certificate and continuing on the same day of each successive month thereafter until paid in full. Finance Charge begins to accrue on date of completion. Buyer authorizes Seller to insert the due date of the first installment in Seller's counterpart of this contract after Buyer signs the Completion Certificate.

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 or removal or restoration of 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 first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, as to the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay such 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 12 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 12 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by 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 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 grantor 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, 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 of and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Richard R. McIntire and Chevon T. McIntire, jointly.
Cook County of the grantor, or of his resignation, refusal or failure to act, then

IN THE EVENT of the death or removal from said Golf Mill State Bank of said County is hereby appointed to be first successor in this trust; and if or 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 Mortgage Document #26975714 to Westamerica Mtg. Co.
Dated 2-15-84 Recorded 2-21-84 for \$38,000.00.

Witness the hand S and seal S of the Grantor this 28th day of May, 19 85

Richard R. McIntire (SEAL)
Chevon T. McIntire (SEAL)
Please print or type name(s) below signature(s)

This instrument was prepared by Golf Mill State Bank 9101 N. Greenwood Ave., Niles Ill. (NAME AND ADDRESS)

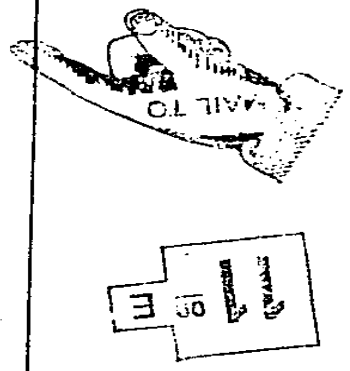
85047192

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BOX NO. _____
SECOND MORTGAGE
Trust Deed

GOLF MILL STATE BANK

NILES, ILLINOIS
TO



MAIL TO:
GOLF MILL STATE BANK
9101 GREENWOOD AVE.
NILES, ILLINOIS 60648

Member of the ILLIANA FINANCIAL INC

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Property of Cook County Clerk's Office

I, the undersigned _____ a Notary Public in and for said County, in the State of Illinois }
 COUNTY OF Cook }
 do hereby CERTIFY that Richard R. McIntire and Chevon T. McIntire
 his wife as joint tenants.
 personally known to me to be the same person whose name _____
 are subscribed to the foregoing instrument.
 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 28th day of May, 1985.
 (Impress Seal Here)
 My Commission Expires _____
 My Commission Expires Dec 8, 1987
 Notary Public