

UNOFFICIAL COPY

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.

85 052 704

THIS INDENTURE WITNESSETH That Stanley K. Lewis, Jr.
and Lili E. Lewis, his wife

(hereinafter called the Grantor), of
1200 Yorkshire Drive; Hanover Park, Illinois
(City and Street) (City) (State)

for and in consideration of the sum of Seventeen Thousand, Two
Hundred and no/100's ----- Dollars

in hand paid, CONVEY AND WARRANT to
The Palwaukee Bank

of 606 Milwaukee Ave; Prospect Hts, Illinois
(City and Street) (City) (State)

11 00

Above Space For Recorder's Use Only

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 29 in Block 51 in Hanover Highlands Unit No. 7, a subdivision in the Northwest and Northeast quarters of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, according to Plat thereon recorded on 10/18/67 as Document No. 20293106 in Cook County, Illinois

commonly known as: 1200 Yorkshire Drive; Hanover Park, 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 _____ principal promissory note bearing even date herewith, payable

Monthly, Beginning June 25, 1985, ILLINOIS

A941927 DC

1985 JUN 10 AM 10:30

85052704

Permanent Tax Index #07-30-203-029#

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 or 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 hereinafter, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached; (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 charge 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 14.75 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 16.00 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 documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure defects, 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 a 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 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 Stanley K. Lewis, Jr. and Lili E. Lewis, his wife

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 The Palwaukee Bank

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 The Palwaukee Bank

Witness the hand and seal of the Grantor this 24 day of May, 1985

Please print or type name(s)
below signature(s)

X Stanley K. Lewis, Jr. (SEAL)
Stanley K. Lewis, Jr.

X Lili E. Lewis (SEAL)
Lili E. Lewis

This instrument was prepared by P.H. Wright 606 Milwaukee Ave; Prospect Hts, Illinois
(NAME AND ADDRESS)

85 052 704

UNOFFICIAL COPY

BOOK No.
SECOND MORTGAGE
Trust Deed

New Address
TO
THE FARMERS BANK
606 Lawrence Ave.
Prospect Heights, Illinois 60070

BOX 333

85 052 704
GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

Commission Expires March 30, 1987

(Impress Seal Here)

Patricia L. Blight
Notary Public

Given under my hand and official seal this 24th day of May 19 85

waver of the right of homestead.

instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and
personally known to me to be the same person, whose names are subscribed to the foregoing instrument,
his wife

State aforesaid, DO HEREBY CERTIFY that Stanley K. Lewis, Jr. and Bill E. Lewis,
Patricia L. Blight a Notary Public in and for said County, in the

STATE OF Illinois }
COUNTY OF Cook }
ss.