

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

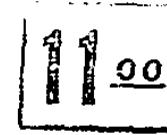
(hereinafter called the Grantor), of
1200 Yorkshire Drive; Hanover Park, Illinois

(Two and Sixty) 17 Two
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
(Two and Sixty) 606 Illinois

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:



Above Space For Recorder's Use Only

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 thereof recorded on 10/18/67 as Document No. 20295206
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 10/01/85, ILLINOIS
RECORDED FOR RECORD

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 and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild the same 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 hereof, 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 Mortgagor, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagor 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 inuring taxes or the interest therein 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 monies 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 documentation, violence, 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 interest in 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 obligation 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 to be due said premises.

The name of a record owner 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.

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

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

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

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

85 052 704

UNOFFICIAL COPY

NOT. No.
SECOND MORTGAGE
Trust Deed

New Address
5 TIME FARMHOUSE BANK
605 Lawrence Ave.
Prospect Heights, Illinois 60070

BOX 333

GEORGE E. COLE
LEGAL FORMS

85 052 704

Commission Expires March 30, 1987

(Impress Seal Here)

Notary Public

Given under my hand and official seal this 24th day of May 1985.
Waiver of the right of homestead.

I, Patricia L. Blitghe, do hereby certify that Stanley K. Lewis, Jr. and Lili E. Lewis,
personally known to me to be the same person & 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 they free and voluntary act, for the uses and purposes herein set forth, including the release and
waiver of the right of homestead.

COUNTY OF Cook
STATE OF Illinois
} ss.