

UNOFFICIAL COPY

GEORGE E. COLE
LEGAL FORMS

FORM NO. 1001
April, 1983

TRUST DEED SECOND MORTGAGE (ILLINOIS)

6 5 0 5 / 3 0 5

THE INDENTURE WITNESSETH, That Jack Deas And Vera Deas, his wife

(hereinafter called the Grantor), of
39 E. Country Club Northlake Illinois
(City and Street) (State)
for and in consideration of the sum of Nine Thousand Seven Hundred Forty-eight 80/100 Dollars

85067805

in hand paid, CONVEY AND WARRANT to
The Northlake Bank
of 26 W. North Ave. Northlake IL
(City and Street) (State)

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 trees, bushes and plants of said premises, situated in the County of Cook and State of Illinois, to-wit:

Lot 6, Block 9 in Midland Development Co.'s Northlake Village Unit # 3, being a subdivision of a part of Section 22, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the beneficial 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 the 1st principal promissory note bearing even date herewith, payable

*** \$162.48 on the first day of August, A.D. 1985;
\$162.48 on the first day of each and every month thereafter for fifty-eight months, and a final payment of \$162.48 on the first day of July, A.D. 1990.

PERMANENT Real Estate Index # 12-32-322-066

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 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 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 then interests may appear, which policies shall be kept and remain with said Mortgagee or Trustee until the indebtedness is fully paid, (6) to pay all prior mortgages, and the interest thereon, at the time of times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior mortgages, 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 mortgages, 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 14.50 percent 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 14.50 percent per annum, shall be recoverable by foreclosure thereon, 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 preparing or compiling 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 shall the same 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 said premises.

The name of a record-keeper Jack Deas, And Vera Deas, his wife

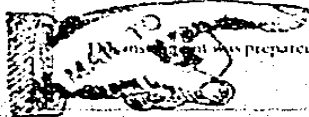
IN THE EVENT of the death, removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then The Chicago Title Insurance Company of said County is hereby appointed to be first successor in this trust; and if for any like cause, said first successor fail or refuse to 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 none

Witness the hand and seal of the Grantor this 10th day of June, 1985.

Please print or type names below signature(s)

Jack Deas (SEAL)
JACK DEAS
Vera Deas (SEAL)
VERA DEAS



Witness that this was prepared by Grace Plastow, 26 W. North Ave. Northlake, IL 60164
(NAME AND ADDRESS)

85067805

UNOFFICIAL COPY

SECOND MORTGAGE
Trust Deed

JACK DEAS

VERA DEAS

THE NORTHLAKE BANK (5481)

26 N. HORTON AVE.
NORTHLAKE, IL 60164



JUL-20-85 3 2 9 4 8 • 85067805 • A — Rec 11.00

GEORGE E. COLE
LEGAL FORMS

108790-58-

Property of Cook County Clerk's Office



Commission Expires Sept. 17, 1985

(HEREIN SET HERE)

Given under my hand and official seal this _____ day of _____, 1985

[Handwritten signature]

waver of the right of homestead.

instrument as a "trust" and free and voluntary act for the uses and purposes therein set forth including the release and appeared before me this day in person and acknowledged that they signed said and delivered the said personally known to me to be the same person whose name _____ subscribed to the foregoing instrument.

State aforesaid, DO HEREBY CERTIFY that Jack Deas and Vera Deas, his wife, _____
Donald E. Thodey, _____ a Notary Public in and for said County in the

STATE OF ILLINOIS
COUNTY OF COOK