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GEORGE E. COLE
LEGAL FORMS
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FORM NO. 2002
April, 1980

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TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INSTRUMENT WITNESSETH that Raymond R. Roach and Janice H. Roach, his wife,

hereinafter called the Grantors, of 335 Mohawk Park Forest, Illinois

for and in consideration of the sum of Five Thousand and no/100 Dollars to hand paid, CONVEY AND WARRANT to Matteson-Richton Bank, an Illinois Banking Corporation, RT 30 & Kostner Av Matteson, Illinois

a 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 liens, easements and profits of said premises, situated in the County of Cook and State of Illinois to-wit:

Lot 10 in Block 91 in Village of Park Forest, Area Number 4 being a Subdivision of East 1/2 of Section 35 and West 1/2 of Section 36, Township 35 North, Range 13 East of the Third Principal Meridian according to the Plat thereof recorded June 25, 1951 as Document 15107640 in Cook County, Illinois On property commonly known as 335 Mohawk Park Forest, IL Permanent Real Estate Index Number: 31-35-209-001

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 party and due upon 5000.00 principal promissory note bearing even date herewith, payable in 48 months of principal and interest to mature on 6-20-89

This Trust Deed covers all renewals, conversions, or extensions of the promissory note mentioned above.

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, and according to any agreement extending time of payment; (2) to pay when due the taxes, 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 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 grantor hereinafter, 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 of Mortgagee, and second, to the Trustee hereon as their interests may appear, which policies shall be left and remain with said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 mortgagee or the interest thereon when due, the grantor 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 encumbrances 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 15.00 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 15.00 percent 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 documenting evidence, stenographer's charges, cost of procuring 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, where in the grantor or any holder of the part of said indebtedness, as such may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be in addition to the taxes on 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 by any, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantors 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 charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Raymond R. Roach & Janice H. Roach, his wife as joint tenants

IN THE EVENT of the death or removal from said Cook County of the grantor, or of his resignation, refusal or failure to act, then Chicago Title and Trust 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

XXXXXXXXXXXXXXXXXXXX

Witness the hand and seal of the Grantor this 8 day of June 1985

Raymond R. Roach (SEAL)

X Janice H. Roach (SEAL)

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

This instrument was prepared by Patricia A. Webster, Matteson-Richton Bank-RT 30 & Kostner Av. Matteson, IL 60443

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BOOK No.

SECOND MORTGAGE Trust Deed

Matteson Richton Bank
111

Raymond R. & Janice Roach

335 Mohawk
Park Forest, IL 60465

Mail To:

Matteson Richton Bank
Rt. 30 & Kostner Av.
Matteson, IL 60443

191 890 58

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

Commission Expires 7-24-85

(Impress Seal Here)

George E. Cole
Notary Public

Given under my hand and seal this 8th day of June 1985

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond R. Roach and Janice Roach, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, they signed said 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.

State of Illinois

County of Cook