

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

STOCK FORM 2202

8 5 1 2 0 7 5 85120756

THIS INDENTURE, WITNESSETH, That
Sylvia Davis AKA Sylvia Shelley
(hereinafter called the Grantor), of the Village of Park Forest County of Cook
and State of Illinois for and in consideration of the sum of
Twelve Thousand Three Hundred Fifty Five & 56/100 Dollars

in hand paid, CONVEY AND WARRANT to
of the _____ of _____ County of _____ and State of _____
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village of Park Forest County of COOK and State of Illinois, to-wit:

174 Lester Rd.,
Unit 69-2 as delineated on the condominium area Plat of survey recorded in the office of the recorder of deeds of Cook County, Illinois as Document Number 22316815, of Block 4 (excepting therefrom outlot *B*); Block 5 (excepting therefrom outlot C); Block 6; Block 1 (excepting therefrom the North 472 feet); that part of Block 2 lying South of a Line described as follows: beginning at a point on the East line of Lester Street a distance of 110 feet North of the Intersection of the North Line of Mc Carthy Street and said East Line; thence East 125 feet on a Line normal to said East Line of Lester Street; thence North 82 degrees East 270.0 feet; thence North 59 degrees 20 minutes 04 seconds East 138 feet to a point in the West Line of Hemlock Street 70.02 feet North of the North Line of Mc Carthy Street as measured along said West Line, all in the Subdivision of area H A Subdivision of part of the South East 1/4 an

Trust Deed continued.

part of the North East 1/4 of Section 36, Township 35 North, Range 13 East of the Third Principal Meridian, which condominium area Plat of survey 18 recorded simultaneously with the declaration of condominium ownership and easements, covenants and restrictions for Twin Arbor in Park Forest, recorded in the office of the recorder of Deeds of Cook County, Illinois as Document Number 22316814; together with the percentage of the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time in Cook County, Illinois.

85120756

Permanent Index No. 31-36-200-028-1010 8P

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 prior to the first day of June 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 to said premises shall not be committed or allowed; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantor 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 of said premises, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until said 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 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 monies so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be so much of the said indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the holder 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 seven 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 proceedings—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 said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional charge on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, when a 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 interest thereon, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor reserves 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.

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 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.

Witness the hand _____ and seal _____ of the Grantor this 5th day of June 19 85

X Sylvia D. Shelley
Sylvia D. Shelley (SEAL)

X Sylvia Davis
aka Sylvia Davis (SEAL)

PREPARED BY:
NAME: ALINA MASLOWSKA
ADDRESS: 4258 N. CICERO
CHICAGO, IL 60641

9 5 7 0 7 5 8

85120756

UNOFFICIAL COPY

BOX No. 131

SECOND MORTGAGE Trust Deed

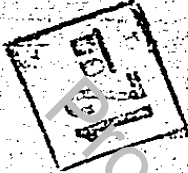
Sylvia Shelley

TO

Wells Fargo Bank

85120756

RECORDED
INDEXED
SERIALIZED
JUL 26 1985



DEPT-91 RECORDING \$12.00
T#1111 TRAN 07/26/85 14:40:00
#0829 # 85-120756

Commission Expires

(Signature)

Notary Public

(Signature: Sheriff R. K. Newman)

Given under my hand and notarial seal this 19th day of JULY 1985

waiver of the right of homestead.

has come to me as her 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 she signed, sealed and delivered the said

personally known to me to be the same person, whose name is subscribed to the foregoing instrument,

I, Sheriff R. K. Newman a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sylvia Davis AKA Sylvia Shelley

STATE OF ILLINOIS
COUNTY OF COOK

RECORDED
INDEXED
SERIALIZED
JUL 26 1985

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook } ss.

I, Stuart R. Kuesner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sylvia Davis AKA Sylvia Shelley

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 notarial seal this 19th day of July 19 85

(Impress Seal Here)

Stuart R. Kuesner
Notary Public

Commission Expires 11/15/87

DEPT-01 RECORDING \$12.00
T#1111 TRAN 0765 07/26/85 14:40:00
#0829 * A * -85-120756



BOX No. 131
SECOND MORTGAGE
Trust Deed

Sylvia Shelley

TO

Madison Bank

RECORDING FEE \$12.00

85120756

COOK COUNTY CLERK'S OFFICE
JUL 26 1985