

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Copying a paper title page or entire title page
is against existing law.

85165822

THIS INDENTURE WITNESSETH, That Ray H. Erickson and
Joyce E. Erickson-his wife

(hereinafter called the Grantor), of
5808 So. Rutherford Chicago, Illinois
(City and Street) (County) (State)
for and in consideration of the sum of Eleven Thousand
Three Hundred Forty Five Dollars 440/100 due
upon demand (STAY AND WARRANT)
Ford City Bank & Trust Company
7601 So. Cicero Chicago, Illinois
(City and Street) (County) (State)

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 4 in Block 71 in Frederick H. Bartlett's 5th addition to Bartlett's Highlands, being a subdivision of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Henry retaining and having 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.
WHAT REAL. The Grantor is indebted upon — principal promissory note bearing even date herewith, payable

In 60 consecutive monthly installments of \$189.09 each, commencing,

September 25th, 1985 and maturing August 25th, 1990.

PROPERTY INDEX NUMBER

11-18-224-023-45008
A B&L PCL UPT

THE GRANTOR covenants at s 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 or lending 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 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 herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss claim attached payable to the first trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee; (6) to see until the indebtedness is fully paid; (7) to pay all prior indebtedness, and the interest thereon at the time or times when the same shall become due and payable;

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior indebtedness 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 or debt affecting said premises or pay all prior indebtedness and the interest thereon from time to time, and all money so paid, the Grantor agrees to pay immediately without demand, and the same with interest thereon from the date of payment at 16.54 per cent per annum shall be a much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the above-referenced covenants of agreement, the whole of said indebtedness, including principal and accrued interest, shall, at the option of the legal holder thereof, be due now, becoming immediately due and payable, and will accrue thereon from time of violation at 16.54 per cent per annum, shall be recoverable judgment thereon, as by suit at law, or both, the same as all of said indebtedness and then matured by express terms.

It is agreed: (1) In 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, unless his discretion otherwise, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure, etc., shall be paid by the Grantor, and the like expenses and disbursements, as incurred by any suit or proceeding wherein the grantor 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 debt upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which decree, whether decree of sale shall have been entered or not, shall not be diminished or released before given, until all such expenses and disbursements, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of his estate waives all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 his heirs, executors, administrators and assigns, take possession of and premises with power to collect rents, issues, taxes and profits of said premises.

The name of a trust officer is Ray H. Erickson and Joyce E. Erickson-his wife.
IN THE EVENT of the death or removal from the Cook County, of the grantee, or his resignation, refusal or failure to act, then Ford City Bank & Trust Company, of said County, is hereby appointed to be first successor in this trust; and if for any like cause said first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in the trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release and premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to _____.

Witness the hand — and seal — of the Grantor Day 16th day of August 1985

Ray H. Erickson (SEAL)
Ray H. Erickson

Joyce E. Erickson (SEAL)
Joyce E. Erickson

This instrument was prepared by Mike Lahti-7601 So. Cicero Ave Chicago, Illinois
NAME AND ADDRESS

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Joan M. Burtch, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ray H. Erickson and Joyce E. Erickson-his wife

personally known to me to be the same person as 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 their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Giver under my hand and official seal this 16th day of August, 19 85

(Impress Seal Here)

NOTARY PUBLIC STATE OF ILLINOIS
Commission Expires JUNE 24, 1986
ISSUED BY ILL. NOTARY ASSOC.

Notary Public

28 AUG 85 9 : 32

-85-165822



AUG-28-85 39682 • 85165822-A — Rec 1122

BOX No. _____
SECOND MORTGAGE
Trust Deed

Ray H. and Joyce E. Erickson

To: _____

FORD CITY BANK AND TRUST CO.

5808 S. Rutherford
Chicago, Illinois 60637

Mail to:
Charles Amato
Ford City Bank and Trust Co.
7601 S. Cicero
Chicago, Illinois 60652

