

# UNOFFICIAL COPY

GEORGE E. COLE  
LEGAL FORMS

FORM NO 2202  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

8517393

CAUTION: Certain provisions relating to acting under this form  
in connection with loans, their availability and terms, are included.

THIS INSTRUMENT WITNESSETH, that Alfred E. Eddy  
(hereinafter called the Grantor), of  
219 Parkview Drive Northlake, Illinois  
for and in consideration of the sum of Six Thousand Eight Hundred  
Twenty Nine 20/100 Dollars  
in hand paid, CONVEY AND WARRANT to  
The Northlake Bank  
of 26 W. North Ave. Northlake, Illinois

85173963

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:

Lot 5 in Block 3 in Midland Development Co.'s Northlake Village  
Unit 3 being a subdivision of part of the South 1/2 of Section  
32, Township 40 North, Range 12, East of the Third Principal  
Meridian, in Cook County, \*\*\*\*\*

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 assuring performance of the covenants and agreements herein  
WHEREAS The Grantor is justly indebted upon his principal promissory note bearing even date herewith, payable

\*\*\*\$113.82 on the first day of October, A.D. 1985;  
\$113.82 on the first day of each and every month  
thereafter for fifty-eight months, and a final pay-  
ment of \$113.82 on the first day of September, A.D.  
1990, \*\*\*\*\*

Permanent Real Estate Index # 12-32-326-003

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 replace all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed; (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 their interests may appear, which policies shall be in full and remain in full force and effect until the indebtedness is fully paid, to pay all prior mortgages, 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 mortgages or the interest thereon as herein provided, the grantee or the holder of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any lien or title affecting said premises or pay all prior mortgages and the interest thereon from time to time, and all moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12.50 percent per annum shall be secured as a junior 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 12.50 percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if all of said indebtedness which 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 document, evidence, 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 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 release hereto 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, in charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Alfred E. Eddy County of the grantee, or of his resignation, refusal or failure to act, then

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 Chicago Title Insurance Company of said County is hereby appointed to be first successor in this trust, and if for any live 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 26th day of August, 1985  
Alfred E. Eddy (SEAL)  
ALFRED E. EDDY

Please print or type names of below signature(s) (SEAL)

This instrument was prepared by Grace A. Plastow, 26 W. North Ave., Northlake, IL 60164

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Donald L. Thode, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alfred E. Eddy

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 he signed, sealed and delivered the said instrument as his 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 official seal this twenty-sixth day of August, 1985.

Impress Seal Here

  
Notary Public

Commission Expires Sept. 17, 1986

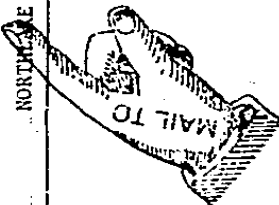
SEP 85 11:22

-85-178988

BOX No  
SECOND MORTGAGE  
**Trust Deed**

ALFRED E. EDDY  
219 PARKVIEW DR  
NORTHLAKE IL 60164

THE NORTHLAKE BANK (5562)  
26 W NORTH AVE  
NORTHLAKE IL 60164



GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

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