

# UNOFFICIAL COPY

GEORGE E. COOK  
LEGAL FORMS

FORM No. 202  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

6 5 2 0 85207149

CAUTION: Consult a lawyer before using or filing under this form.  
All warranties, including non-liability and those are excluded.

THIS INDENTURE WITNESSETH, that Robert D. Anderson  
and Lillian Anderson  
(hereinafter called the Grantor), of 1601 Buckingham,  
Westchester, Illinois 60153  
(City and Street) (City) (State)  
for and in consideration of the sum of FORTY NINE THOUSAND AND  
NO/100 Dollars  
in hand paid, CONVEY S AND WARRANT S to MELROSE  
PARK NATIONAL BANK  
of 17th Avenue @ Lake St., Melrose Park, IL 60160  
(City and Street) (City) (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 366 in George F. Nixon and Company's 22nd Street Addition to Westchester, being a Subdivision in the West half of the South East quarter of Section 20, Township 39 North, Range 12, East of the Third Principal Meridian.

P.L.N. 15-20-404-001

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 justly indebted upon 8 principal promissory note bearing even date herewith, payable

on demand at the rate of Prime + 1% Floating. (Melrose Park National Bank's Prime Rate coincides with the Prime Rate as set by Continental Illinois National Bank.)

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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, assessments, against said premises, and on demand to exhibit receipts therefor; (3) within sixty (60) days after destruction or damage to, or rebuilding or improvements on said premises that may have been destroyed or damaged; (4) not waste 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 less clause attached payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their 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 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 money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of Prime + 1% Floating 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 Prime + 4% Floating 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 documents, 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 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 release 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 receipt 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 and manage of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Robert D. Anderson and Lillian Anderson

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 Recorder of Deeds of said County is hereby appointed to be the 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 1st Mortgage with Oak Park Savings & Loan Association dated  
8/9/62 in the amount of \$26,000.00

Witness the hand S and seal S of the Grantor this 31st day of May, 1985

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

Robert D. Anderson (SEAL)  
Robert D. Anderson

Lillian Anderson (SEAL)  
Lillian Anderson

This instrument was prepared by Cathy Martinelli, Melrose Park National Bank, 17th Avenue @ Lake St.  
Melrose Park, Illinois 60160 (NAME AND ADDRESS)

Box 189

85207149

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BOX No.

SECOND MORTGAGE  
Trust Deed

Lillian Anderson and Robert D.  
Anderson

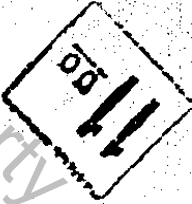
to  
Melrose Park National Bank

Return Trust deed to  
Captive Mortgage  
Melrose Park National Bank  
17th Avenue at Lake Street  
Melrose Park, Illinois 60160

Buy 189

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office



DEPT-91 RECORDING  
T#1111 TRM 4252 09/26/95 14 41:00  
#1229 # 4 \* 85-207119

Commission Expires 9/12/98

(Impress Seal Here)

Given under my hand and official seal this 31st day of May 19 85

Personally known to me to be the same person B whose name 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.

I, James M. Berton, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Robert D. Anderson and Lillian Anderson

STATE OF Illinois }  
COUNTY OF Cook }  
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