

UNOFFICIAL COPY

This Indenture, WHEREAS, That the Grantor Paul J. Dowd and Stella T. Dowd his wife

of the village of Glenview, County of Cook and State of Illinois

for and in consideration of the sum of \$10,000.00 Dollars

in hand paid, CONVEY AND WARRANT to Helen Dowd

of the city of Niles, County of Cook and State of Illinois

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, 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 Glenview, County of Cook and State of Illinois, to-wit:

Lot 59 in Apple Valley Subdivision, being a subdivision of the East 30 acres of the North half of the North East quarter and part of the East 10 acres of the South half of the East half of the North East quarter of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Address of Property: 1125 Prairie Lawn, Glenview, Illinois #04-33-217-002-0000.

Hereby releasing and waiving all right 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 Grantors Paul J. Dowd and Stella T. Dowd his wife

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

THIS IS A THIRD MORTGAGE.

The Grantors S covenant and agree to pay, and to cause to be paid, the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment, (a) to pay prior to the first day of June in each year all taxes and assessments against said premises, and to exhibit receipts therefor; (b) within sixty days after last day of June in each year to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (c) that when to said premises shall be levied or suffered, (d) to keep all buildings, etc. or at any time on said premises in trust in compliance to be selected by the grantee herein, who is hereby authorized to place such insurance in compliance to the holder of the next to a mortgage indebtedness, with loss clause attached payable to the first trustee or mortgagee, and secondly to the Trustee herein as the interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (e) to pay all prior incumbrances and the interest thereon at the time or times when the same shall become due and payable.

If the Grantors fail to insure, or pay taxes or assessments, or discharge or purchase any tax lien or title defect, or pay all prior incumbrances and the interest thereon from the date of payment to time, and all money so paid, the grantor S agree to repay same forthwith without demand, and the same with interest thereon from the date of payment to time, and all money so paid, shall be so much additional indebtedness incurred by

the Grantors. 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 holder hereof, be due and payable, and with interest thereon from the time of such breach, at seven per cent. per annum, shall be recoverable by the holder hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express term.

It is Agreed by the grantor S that all expenses, including attorneys' fees, costs and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays, and any evidence, attorney's charges, cost of procuring or completing abstracts, showing the whole title of said premises embracing foreclosure proceedings, and the like expenses and disbursements, occasioned by any suit or proceeding commenced by the grantee or any holder of said indebtedness, or by a party, shall also be paid by the grantor S. All such expenses and disbursements shall be an additional indebtedness, which shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether or not a writ of foreclosure shall have been entered or not, shall not be dissolved, nor a release thereof given, until all such expenses and disbursements and the costs of suit, including the grantor's cost have been paid. The grantor S, for said grantor S and for the heirs, executors, administrators and assigns of said grantor S, waive and release to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose the same, the court, which such bill is filed, may at once and without notice to the said grantor S, or to any party claiming under said grantor S, take possession or charge of said premises with power to collect the rents, issues and profits of the same premises.

In the event of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

Recorder of Deeds

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 a second successor in this trust. And when all the above 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.

Witness the hand and seal of the grantors this 3rd day of September A. D. 1986

Address of Grantees: 6742 Forestview Niles, Illinois 60648

Stella T. Dowd (SEAL)

Stella T. Dowd (SEAL)

Paul J. Dowd (SEAL)

This instrument prepared by: Stella Dowd 1125 Prairie Lawn Glenview, Illinois 60025

Paul J. Dowd (SEAL)

86433953

UNOFFICIAL COPY

Trust Deed

SECOND MORTGAGE

Box No.

TO



HELEN DOWD
1520 W. HOWARD ST.
NILES, ILL 60648

85633753

GEORGE E. COLE & COMPANY

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$11.00
1#3333 TRAN 5789 09/29/86 11:22:00
#7968 # 1 * 1-86-1-4333953
COOK COUNTY RECORDER

864333953

My Commission Expires 8-19-89

Richard F. Patton
Notary Public

September 3rd, 1986

Given under my hand and Notarial Seal, this 3rd

day of September, 1986, I, Notary Public, in and for said County, in the State aforesaid, do hereby certify that Paul J. Dowd and Stella T. Dowd his wife personally known to me to be the same person, whose name, B. 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.

Paul J. Dowd and Stella T. Dowd his wife

undersigned

State of Illinois
County of Cook

ss.