

UNOFFICIAL COPY

FORM NO. 2202
APR 11 1980

TRUST DEED SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

A-96(150) w/abstract

87652860

THIS INSTRUMENT WITNESSETH, That
Walter E. Wheeler

(hereinafter called the Grantor), of
1712 S. 6th Avenue Maywood, Il. 60153
(No. and Street) (City) (State)

for and in consideration of the sum of
Seven thousand five hundred and 00/100----- Dollars

in hand paid, CONVEY AND WARRANT to
Liberty Bank
of 1500 Roosevelt Road Broadview, Il. 60153
(No. 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

Lots 14 and 15 in Block 188 in Maywood, a Subdivision
in Sections 2, 11 and 14, Township 39 North, Range 12
East of the Third Principal Meridian, In Cook County, Illinois

common address: 1712 S. 6th Avenue
Maywood, Il. 60153

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

INTRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein,
WHEREAS The Grantor is justly indebted upon a principal promissory note bearing even date herewith, payable
59 Installments consisting of principal and interest of \$166.00
each, with a final installment of \$166.00, commencing on January
2, 1988 and continuing on the same day of each month thereafter
until fully paid.

PIN# 15-14-158-013 - Lot 15
PIN# 15-14-158-014 - Lot 14

12.00

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 on 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 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 clause attached payable first, to the first mortgagee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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 interest to be paid by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at _____ per cent 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 11.75 per cent per annum, shall be recoverable by foreclosure hereof, 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 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 decree and 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 proceeding, 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 cost 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 person 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 said premises.

The name of a record owner is Walter E. Wheeler

IN THE EVENT of the death, removal from said COOK County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title and Trust Co. 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 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

Witness the hand and seal of the Grantor this First day of December, 1987
Walter E. Wheeler (SEAL)

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

(SEAL)

This instrument was prepared by Wm. Bor Liberty Bank 1500 Roosevelt Road Broadview, Il. 60153
(NAME AND ADDRESS)

mail to: BOX 388 - TH

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Carolyn Marie Brunke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter Wheeler

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 a 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 8th day of December, 1987.

"Official Seal"
(in ~~Carolyn Marie Brunke~~)
Notary Public, State of Illinois
My Commission Expires 3/11/91
Commission Expires _____

Carolyn Marie Brunke
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 DEC 10 AM 10:28

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BOX No. _____
SECOND MORTGAGE
Trust Deed
TO _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE