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88419140

THIS INDENTURE WITNESSETH, That John R. Dotts Sr. and Ann M. Dotts, his wife

(hereinafter called the Grantor), of 6655 Ravinia Dr. Tinley Park, Ill.

for and in consideration of the sum of Ten and No/100ths (10.00) Dollars

In hand paid, CONVEY S AND WARRANT S to Beverly Bank of 1357 W. 103rd St., Chicago, Illinois

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

and State of Illinois to-wit:

Lot 4, Block 10, located in Parkside, being a subdivision of the North East Quarter (except the South 330 feet of the West 330 feet thereof) of Section 30, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; commonly known as 6655 Ravinia Drive, Tinley Park, Illinois.

Tax Identification No. 28-30-210-004 AKA - 6655 Ravinia Dr., Tinley Park, Ill.

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 their installment note dated September 8 19 88, payable to the order of and delivered to the Trustee, in and by which note the Grantor promises to pay the principal sum of Twenty Five Thousand Eight Hundred Forty and 80/100ths DOLLARS, 25,840.80, together with interest on the principal balance from time to time unpaid at the rate of 12.00 percent per annum from September 13, 1988 until maturity, payable in 119 installments of 215.34 each beginning October 10 19 88 and a final installment of Balance payable on September 10 19 98, and with interest after maturity of the final installment at the rate of 12.00 percent per annum, and all of said indebtedness is made payable at such place as the holders of the note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of the holder at 1357 W. 103rd St., Chicago, Ill.

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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 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 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 or Trustee until the said 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 lien 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 eighteen per cent per annum shall be so much added to total 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 eighteen per cent 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 documentary 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 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 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 or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: John R. Dotts Sr. and Ann M. Dotts

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 \_\_\_\_\_ 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 S and seal S of the Grantor this 8th day of September 1988.

John R. Dotts Sr. (SEAL)  
Ann M. Dotts (SEAL)

Please print or type names below signatures)

This instrument was prepared by Leaster J. Robinson, 1357 W. 103rd St., Chicago, Ill. (NAME AND ADDRESS)

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, TIMOTHY R. SCHUL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN R. DOTTS SR & ANN R. DOTTS.

personally known to me to be the same persons 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 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 official seal this 8<sup>TH</sup> day of SEPTEMBER, 1988.

(Impress Seal Here)

Tim R Schul  
Notary Public

My Commission Expires May 20, 1990

Commission Expires \_\_\_\_\_

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\$12.00  
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T#1111 TRAN 5954 09/14/88 09:14:09  
COOK COUNTY RECORDER

88419140

12.00

88419140

BOX No.

SECOND MORTGAGE  
Trust Deed

TO

JAMES P. MICHALEX  
BEVERLY BANK  
1357 West 103rd Street  
Chicago, Illinois 60643  
Box 90