

TRUST DEED SECOND MORTGAGE (ILLINOIS) UNOFFICIAL COPY

88200631

THIS INDENTURE WITNESSETH That Helen J. Thomas NKA Helen J. Harden

(hereinafter called the Grantor) of 401 W. 99th St. Chicago, Ill. 60628

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

in hand paid CONVEY AND WARRANT 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

The East 4 feet of Lots 1 and 2 and the East 41 feet of the North 20 feet of Lot 3 in Block 1 in Hartick's Resubdivision of Blocks 1 and 2 in Fernwood Park Subdivision of the East Quarter of the South West quarter of Section 9, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Tax Identification No. 25-09-306-044

DEPT-01 \$12.00 T93333 TRAN 7708 05/11/88 09:48:00 #6116 C #88-200631 COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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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 her installment note dated May 5, 1988 payable to the order of and delivered to the Trustee, in and by which note the Grantor promises to pay the principal sum of Thirty Eight Thousand One Hundred Six and no/100ths DOLLARS, 38,106.00 in 59 installments of \$625.10 each beginning June 15, 1988 and a final installment of \$625.10 payable on May 15, 1993 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 Illinois 60643

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 Trustee of Mortgage, 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 shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances of 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 eighteen 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 eighteen per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all 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 disbursement occasioned by any suit or proceeding wherein the grantor 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 second owner is Helen J. Thomas NKA Helen J. Harden Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 South West Federal, 3525 W. 63rd St., Chgo, Ill.

Witness the hand and seal of the Grantor this 5th day of May, 1988

Helen J. Thomas NKA Helen J. Harden (SEAL) Helen J. Thomas nka Helen J. Harden

(Please print or type names) below signatures)

This instrument was prepared by James P. Michalek, 1357 W. 103rd St., Chicago, Ill. 60643 (NAME AND ADDRESS)

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, BERNICE WHITEURST, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HELEN J. THOMAS NOW KNOWN AS HELEN J. HARDEN

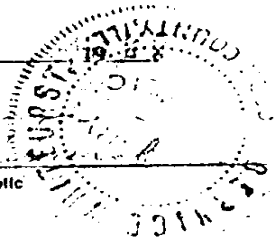
personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of nonestead.

Given under my hand and official seal this 5th day of April 1958

(Impress Seal Here)

Bernice Whiteurst  
Notary Public

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



BOX No. 85210631

## SECOND MORTGAGE Trust Deed

HELEN J. THOMAS N/K/A  
HELEN J. HARDEN

TO

BEVERLY BANK

RETURN TO:

# BOX 90

JAMES P. MICHALEK VP  
BEVERLY BANK, 1357 W. 103rd St  
CHICAGO, IL. 60643

Property of Cook County Clerk's Office