

57809

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 57809

18112 Torrence Ave.

Chicago, Ill.

LANSING 60438

GEO E COLE & CO CHICAGO

LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor ^{is} Ronald B. and his wife Patricia A. Enoksen

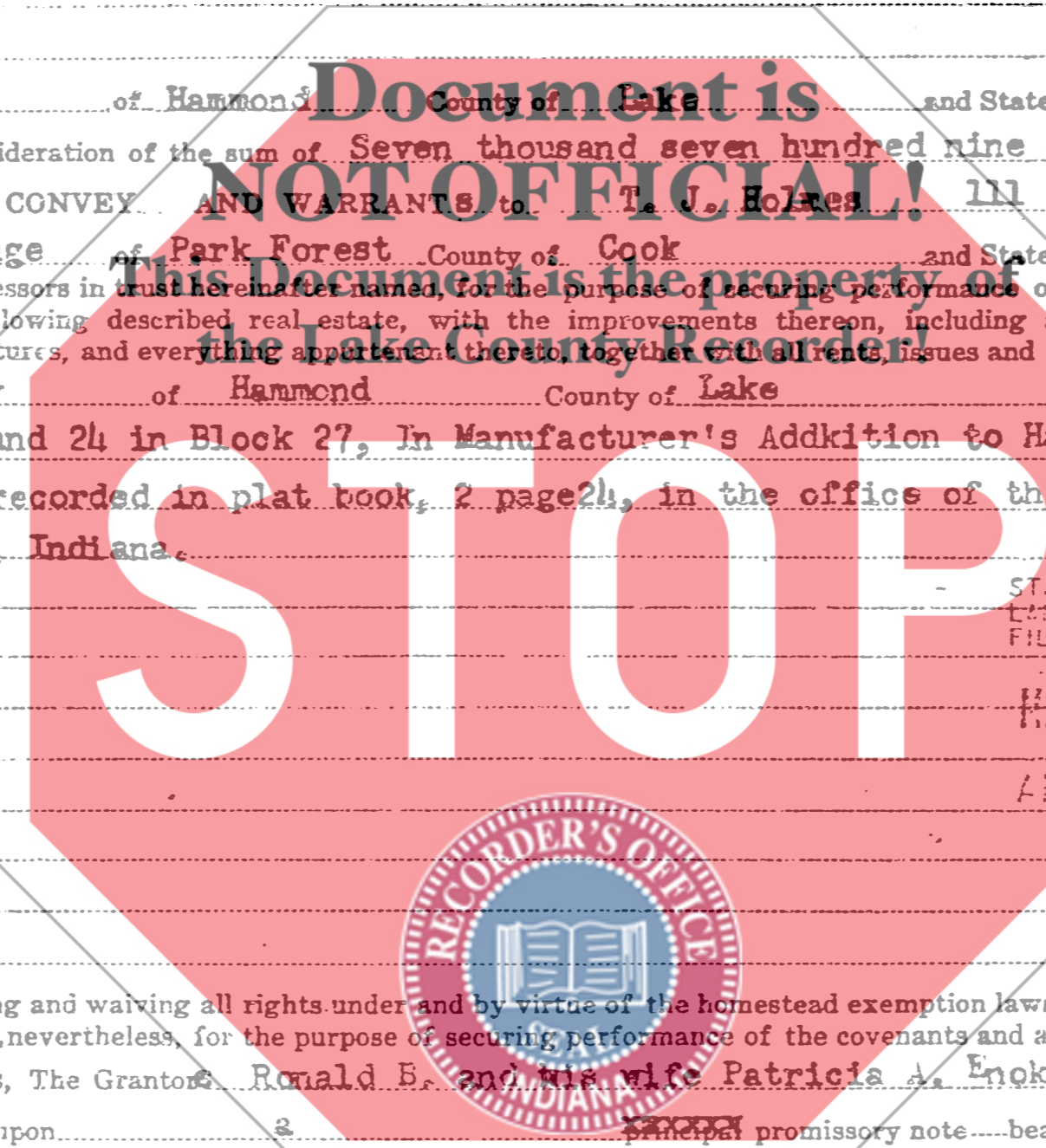
of the city of Hammond County of Lake and State of Indiana

for and in consideration of the sum of Seven thousand seven hundred nine dollars 40/100 Dollars in hand paid, CONVEY AND WARRANTS to T. J. Holmes, 111 Sauk Trail

of the village of Park Forest 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 every appurtenance thereto together with the rents, issues and profits of said premises, situated in the city of Hammond County of Lake and State of Illinois, to-wit:

Lots 23 and 24 in Block 27, In Manufacturer's Addition to Hammond, as per plat thereof recorded in plat book, 2 page 24, in the office of the recorder of Lake County, Indiana.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MAY 9 9 21 AM '70

ANDREW J. KICENKO
RECORDER



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 Grantors, Ronald B. and his wife Patricia A. Enoksen justly indebted upon ² ~~Principal~~ promissory note bearing even date herewith, payable to the order of the 22nd Liberty Loan Corporation in the amount of \$7709.40 which includes the principal of said note together with interest at the rate of 7.09% per annum, payable in 60 consecutive monthly installments, the first of which shall be in the amount of \$128.49 due on the 28th day of May, 1970, and each of the remainder in the amount of \$128.49 due on the 28th day of the month for which it is payable except that final installment shall be in the amount of any balance and charges there owing on said note.

THE GRANTOR... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 clauses 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 Mortgagees or Trustees 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... agree... to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven 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 the matured by express terms.

IT IS AGREED by the grantor... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor'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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor... or to any party claiming under said 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.

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 J. C. Rabus 9929 So. Yates, Chgo, Illinois 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 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.

Witness the hand... and seal... of the grantor... this 28th day of April A. D. 1970

Ronald B. Enoksen (SEAL)
Patricia A. Enoksen (SEAL)
(SEAL)
(SEAL)

508729

State of Illinois
County of Cook

I, Sherry D. Hickinbotham
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
Ronald B. and his wife Patricia A. Enoksen

**This Document is the property of
the Lake County Recorder!**
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 28th
day of April A. D. 19 70

Sherry D. Hickinbotham
Notary Public.



Box No. _____
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE & COMPANY