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TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202

Geo. E. Cole & Co. CHICAGO  
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor William E. Jones and Gussie Thomas

of the City Evanston County of Cook and State of Illinois

for and in consideration of the sum of Three Thousand Four Hundred Twenty Seven and 20/100 Dollars in hand paid, CONVEYS AND WARRANTS to Madison Bank and Trust Company

of the City Chicago 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 City Evanston County of Cook and State of Illinois, to-wit:

lot 5 of the West 1/2 of Lot 4 in block 5 in Browns & Colver Addition to Evanston in the West 1/2 of the Southeast 1/4 of Section 13, Township 41 North, Range 13 East of the Third Principal Meridian,

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 William E. Jones and Gussie Thomas

justly indebted upon principal promissory note bearing even date herewith, payable in Sixty (60) monthly installments of Fifty Seven Dollars and Twelve Cents (\$57.12) per month for a total of Three Thousand Four Hundred Twenty Seven Dollars and Twenty Cents (\$3427.20)

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, 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 and improvements 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, 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 to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantors, 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, and all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantors 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 then matured by express terms.

It is agreed by the grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, or lawyers' or documentary evidence, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the grantors; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantors or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 proceedings, 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 such, including solicitor's fees have been paid. The grantors, the said grantors, and for the heirs, executors, administrators and assigns of said grantors, 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 grantors, or to any party standing under said grantors, appoint a receiver to take possession of 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 County of the grantee, or of his refusal or failure to act, then 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 to this trust. And when all the aforesaid covenants and agreements are performed, the grantors 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 31 day of JULY A. D. 19 70

William E. Jones (SEAL)  
Gussie Thomas (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

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UNOFFICIAL COPY

State of Illinois }  
County of Cook } ss.

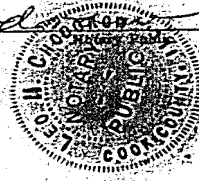
I, Leo M. Chodorow

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
William E. Jones and Gussie Thomas

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 their 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 31  
day of July A. D. 19 70

Leo M. Chodorow



Property of Cook County Clerk's Office

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21227147

Box No. 131

SECOND MORTGAGE

Trust Deed

William E. Jones and

Gussie Thomas

TO

Madison Bank and Trust Company

GEORGE E. COLE COMPANY

END OF RECORDED DOCUMENT