

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

22 625 286

THE COLLS & CO CHICAGO REAL ESTATE BROKERS

This Indenture, WITNESSETH, That the Grantor Arthur & Elsie Delmont

of the Village of Rosemont County of Cook and State of Illinois for and in consideration of the sum of Four thousand One hundred sixty four and No/100ths in hand paid, CONVEY, S. AND WARRANT S. to The Madison Bank & Trust Company of the City of Cook 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 Village of Rosemont County of Cook and State of Illinois, to-wit: East 1/4 of Lot 29 (except South 1/2 of 02 ft. in Frederick H. Bartlett's 1st Madison Road Farms Subdivision of the East 1/4 of the S. W. 1/4 of Section 33, Township 41 North, Range 12.

is held by Arthur D. Delmont and his wife Elsie (J)

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.

WITNESSES, The Grantor Arthur D. Delmont and wife Elsie

justly indebted upon thirty six principal promissory notes bearing even date herewith, payable March 2, 1974 and each month thereafter until note is paid in full.

To Madison Bank and Trust Company,

This Grantor... covenants... and agrees... as follows: (1) To pay said indebtedness and the interest thereon as herein and in said notes provided, or according to any agreement stipulating terms of payment; (2) To pay prior to the first day of time 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 repairs all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste on said premises shall not be committed or suffered; (5) To keep all buildings or improvements on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with policies attached payable first, to the first Trustee or Mortgagee and, second, to the "policy beneficiary" 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 carry all prior insurances and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or to pay taxes or assessments, or the price of improvements or the interest thereon when due, or to carry 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 affected by any lien or may all prior to the time of the interest thereon from time to time, and all money so paid, the grantor... agrees... to repay immediately on 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, and in every event shall, as the option of the 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 accrued 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 proceeding or compiling abstracts, or when title of said premises subjecting foreclosure decree shall be paid by the grantor... and the like expenses and disbursements, 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 proceedings, whether decree of sale shall have been entered or not, shall not be discharged, nor a release thereof given, until all such expenses and disbursements, and the costs of sale, including solicitor's fees have been paid. The grantor... for said premises... 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 any party claiming under said grantor... appoint a receiver to take possession and 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 grantor, 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 necessary in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seals of the grantors this Seventh day of February A. D. 19 74

X Arthur Delmont (SEAL)
X Elsie Delmont (SEAL)
(SEAL)
(SEAL)

22 625 286

Office

1974 FEB 11 AM 9 17

RECORDED IN BOOK COUNTY CLERK'S OFFICE

FEB-11-74 755633 • 22625286 • A -- Rec

5.00

State of Illinois }
County of Cook } ss.

I, Kimberly Lemberg

a Notary Public in and for said County, in the State aforesaid, do hereby certify that

Arthur D. Delmont and his wife Elsie

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.

Witness under my hand and Notarial Seal, this Seventh day of February A. D. 19 74.



Kimberly D. Lemberg
Notary Public

MY COMMISSION EXPIRES OCT. 18, 1977

THIS INSTRUMENT WAS PREPARED BY
Shirley Sheffield
400 W. Madison
Chicago, Ill 60606

5.00



22625286

Box No. 228

SECOND MORTGAGE
Trust Deed

Arthur & Elsie Delmont
10025 Rosemont Ave, Rosemont Ill
TO
The Madison Bank & Trust Company
400 W, Madison Street
Chicago, Illinois 60606

Attn: Shirley Sheffield

GEORGE E. COLE & COMPANY

END OF RECORDED DOCUMENT