

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 648 926

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That James & Patricia Harmon
 (hereinafter called the Grantor), of the City of Chicago County of Cook
 and State of Illinois, for and in consideration of the sum of
Five Thousand One hundred Ninty Nine and 60/100 Dollars
 in hand paid, CONVEYED AND WARRANTED to The Madison Bank & Trust Company
 of the City of 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 fol-
 lowing 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 City
 of Chicago County of Cook and State of Illinois, to-wit:

L01 30 in Altgald's Subdivision of E. 3.1 Acres of partition of
 block 3 in William Lill and Heirs of Michael Diversey's Division
 in the S. W. 1/4 of the N. W. 1/4 of Section 29, Township 43, Range 14.

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 James Harmon and Patricia His wife
 justly indebted upon Sixty principal promissory note bearing even date herewith, payable
 @ the Madison Bank & Trust Company
 @ Eighty Six dollars and Sixty Six Cent as of April 2nd 1974
 and for each month thereafter until all payments have been made.

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 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 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 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 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 agrees 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 Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees—Guaranty 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 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 a 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 of 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.

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, _____ 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 James this 28th day of February, 1974

Howard J. Shearer (SEAL)
 MR. H.S.
 _____ (SEAL)

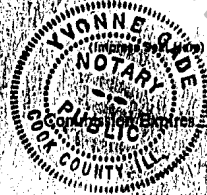
22 648 926

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Yvonne Gade, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James & Patricia Harmon

personally known to me to be the same person^s whose name^s 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 28th day of February, 19 74



Yvonne Gade
Notary Public

RECORDED OF DEEDS
COOK COUNTY ILLINOIS
MAR-8-74 8 PM 12 59
MAR--8-74 767547 22648926 - A -- Rec 5.00

BOX No. 131
SECOND MORTGAGE
Trust Deed

James & Patricia Harmon

TO

Madison Bank & Trust Company

400 W. Madison St. Chgo. Ill. 60606

THIS INSTRUMENT WAS PREPARED BY
Shirley W. Harmon
Name Shirley W. Harmon
Address 400 W. Madison St. Chgo. Ill. 60606

5.00

22648926
GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT

PROPERTY CLERK'S OFFICE